

APPENDIX

MAR 12 1978

VOLUME II—(ILLINOIS BEAL)

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Supreme Court of the United States

OCTOBER TERM, 1977

No. 73-556

FLORIDA POWER & LIGHT COMPANY,

Petitioner,

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 641, 622, 759, 820 and 1263,

and

NATIONAL LABOR RELATIONS BOARD,

Respondents.

No. 73-735

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO.

Respondents.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

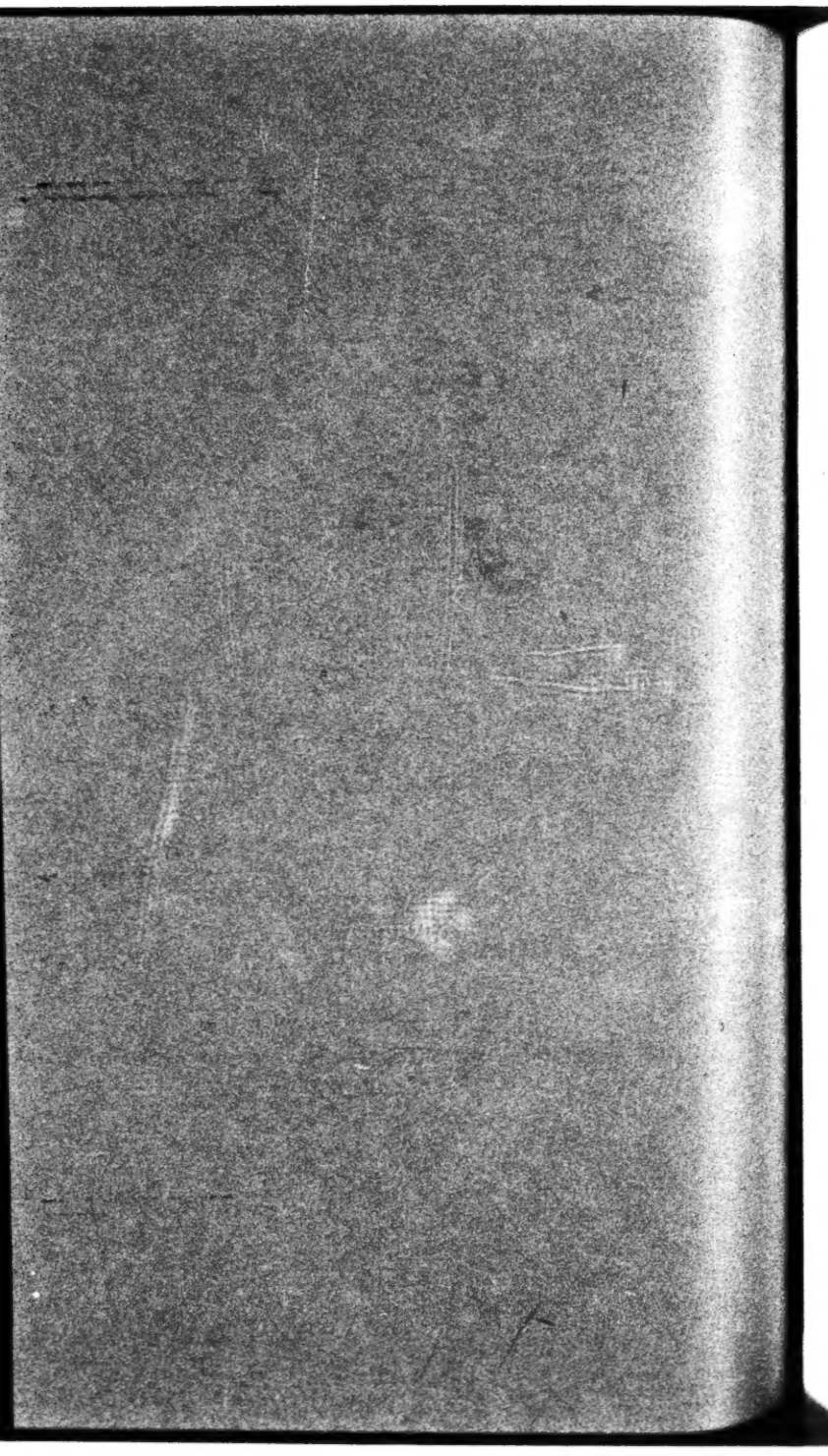
PETITION FOR CERTIORARI IN NO. 73-556

FILED SEPTEMBER 21, 1978

PETITION FOR CERTIORARI IN NO. 73-735

FILED NOVEMBER 14, 1978

CERTIORARI GRANTED JANUARY 21, 1979



Supreme Court of the United States

OCTOBER TERM, 1973

No. 73-556

FLORIDA POWER & LIGHT COMPANY,
Petitioner,
v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 641, 622, 759, 820 and 1263,
and
NATIONAL LABOR RELATIONS BOARD,
Respondents.

No. 73-795

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
v.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS, AFL-CIO,
Respondents.

ON WRITS OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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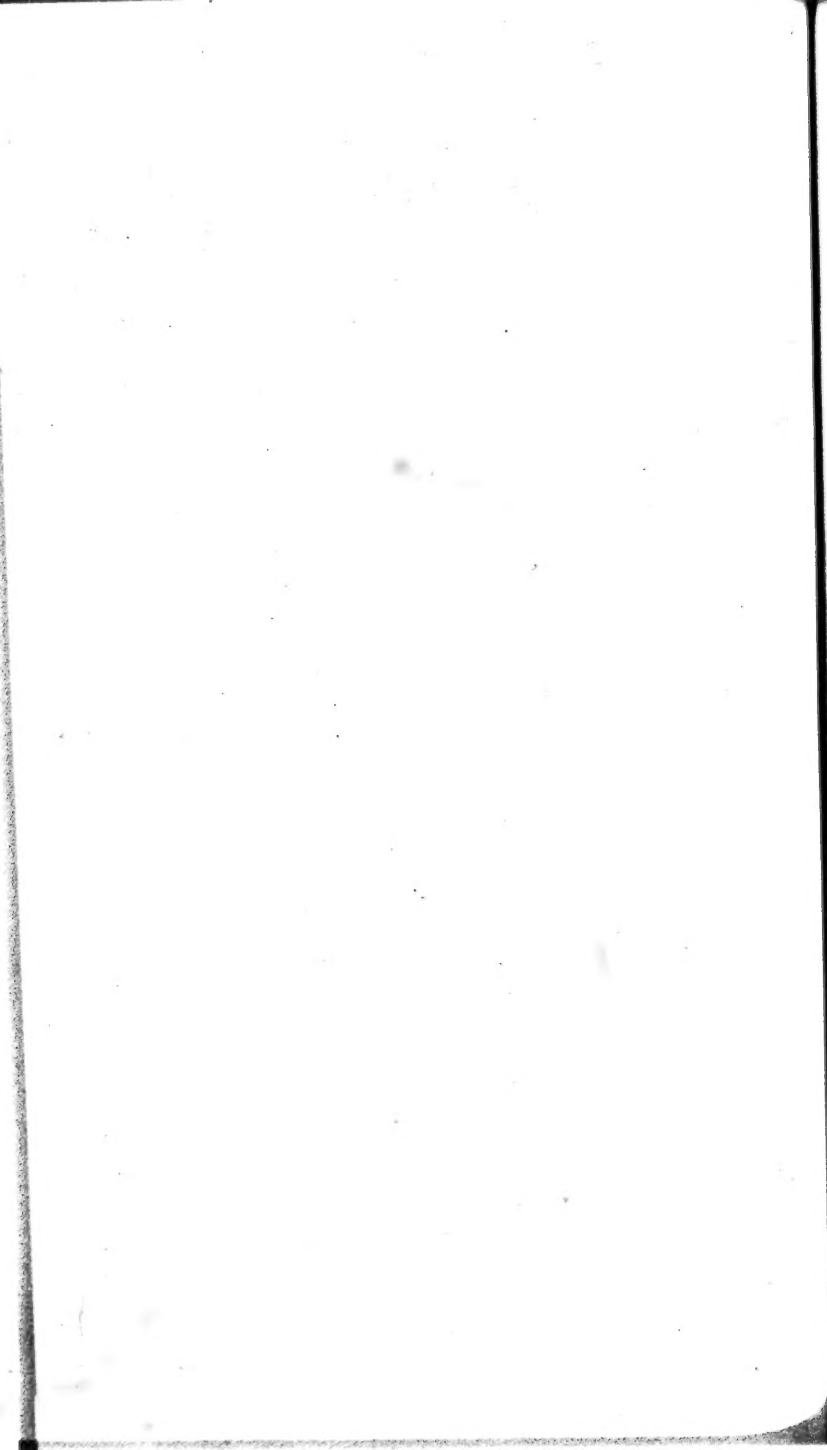
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(The Judgment and Opinion of the United States Court of Appeals for the District of Columbia Circuit on rehearing *en banc* are printed in the Appendix to the Petition for Certiorari in the companion case, *Florida Power & Light Company v. I.B.E.W.*, et al., No. 73-556, and will not be reprinted in this appendix.)



CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the matter of:
IBEW, AFL-CIO, and Local 134, etc.

Case. No. 13-CB-2890

- 6.10.69 Charge filed
- 12.31.69 Acting Regional Director's complaint and notice of hearing, dated
- 1.13.70 Local 134's answer to complaint
- 1.14.70 IBEW's answer to complaint
- 3. 2.70 Amended charge filed
- 3.31.70 Hearing opened
- 4. 3.70 Hearing closed
- 6.29.70 Trial Examiner decision, dated
- 7.17.70 Bell Supervisors' exceptions to Trial Examiner's decision, received
- 8. 5.70 IBEW's motion to permit oral argument before the Board, received
- 8. 5.70 IBEW's exceptions to Trial Examiner's decision, received
- 8.10.70 Local 134's exceptions to Trial Examiner's decision, received
- 8.20.70 General Counsel's cross-exceptions to Trial Examiner's decision, received
- 7.14.71 Decision and Order issued by the National Labor Relations Board
- 9.22.72 Panel decision of the Court of Appeals
- 6.29.73 En Banc decision of the Court of Appeals
- 1.21.74 Order of Supreme Court granting certiorari

Form NLRB—508
(2-60)

Form Approved
Budget Bureau No. 64-R003.11

G. C. EXH. 1(a)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

Case No. 13-CB-2890

Date Filed June 10, 1969

1. Labor Organization or Its Agents Against
Which Charge Is Brought

Name: International Brotherhood of Electrical Workers,
AFL-CIO

1200 15th St. N.W., Washington, D.C.
(City, State and ZIP Code) Local 134, International
Brotherhood of Electrical Workers
600 W. Washington Blvd., Chicago, Ill. 60606

2. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of Section 8(b) Subsection(s) 8(b)(1)(B) of the National Labor Relations Act, and these unfair labor practice are unfair labor practices affecting commerce within the meaning of the Act.

The organizations since the Summer of 1968 have been and are restraining and coercing Illinois Bell Telephone

Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by levying fines in large amounts of money against sundry of such representatives, supervisors within the meaning of the Act, because they worked during a strike conducted by Local 134 against the employer during the Summer and Fall of 1968. Among the representatives so fined and the amounts of their fines are the following: H. W. Anderson, R. A. Hawkins, Jr., D. L. MacLennan, J. A. Marqua and W. H. Schroeder, \$1,000 each; G. O. Balling, D. E. Bennish, R. Bing, R. Bowes, J. J. Braakman, J. R. Cline, H. E. Drucker, L. Farrell, S. J. Finlay, Jr., B. Frueh, R. Goodrich, F. C. Hagen, R. A. Hawkins, Sr., E. Hedstrom, R. L. Holm, J. P. Howe, N. G. Jacobsen Jr., R. O. Johnson, R. H. Kech, K. C. Klopffleisch, C. H. Kopeika, W. L. Krizenecky, J. T. Magnuson, P. S. McCloskey, K. G. Mcguire, J. E. Moore, R. H. Muench, R. P. Murphy, C. W. Paulson, I. I. Plahm, G. E. Roth, G. F. Schaefer, C. Schmidt, R. A. Schulz, N. Skertich, R. E. Thome, G. Waters, R. J. Wenserritt and C. S. Willoughby, \$500 each, or a grand total for the foregoing named supervisors of \$24,500. The fines were imposed by the Local Union on various dates during October and November, 1968 and were timely appealed under the Union's Constitution to the International Vice President at sundry dates during October, November and December, 1968. The appeals were denied by the International Vice President at sundry dates during January and February, 1969. Thereafter the various affected representatives appealed to the International President, who on or about May 28, 1969, denied one of the appeals, that of Robert P. Murphy, and in consistency will, if he has not already done so, deny all of the appeals. Immediate injunctive relief under Section 10(j) is requested.

3. Name of employer: Illinois Bell Telephone Company.

4. Location of plant involved (Street, City, State, and ZIP Code): 212 W. Washington St., Chicago, Ill. 60606.

5. Type of establishment (Factory, mine, wholesaler, etc.): Telephone company.

6. Identify principal product or service: Communication.

7. No. of workers employed: 2,500.

8. Full name of party filing charge: Bell Supervisors Protective Association, not a labor organization.

9. Address of party filing charge (Street, City, State and ZIP Code): c/o G. B. Christensen, 38 S. Dearborn Street, Chicago, Ill. 60603.

10. Tel. No.: FI 6-3600.

11. Declaration

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ George B. Christensen
(Signature of representative
or person making charge)
Attorney

June 10, 1969

Wilfully false statement on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 1001)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD
THIRTEENTH REGION

Case No. 13-CB-2890

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO
(ILLINOIS BELL TELEPHONE COMPANY)

and

BELL SUPERVISORS PROTECTIVE ASSOCIATION
(Not a Labor Organization)

COMPLAINT AND NOTICE OF HEARING

It having been charged by Bell Supervisors Protective Association that International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as Respondent International), and Local 134, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as Respondent Local 134), have engaged in, and are engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, *et seq.* (hereinafter called the Act), the General Counsel of the National Labor Relations Board, on behalf of the National Labor Relations Board (hereinafter called the Board), by the undersigned Acting Regional Director for the Thirteenth Region, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations, Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

I

The charge herein was filed on June 10, 1969, and a copy thereof was served on Respondent Local 134 by registered mail on or about June 12, 1969, and on Re-

spondent International by registered mail on or about June 13, 1969.

II

(a) Illinois Bell Telephone Company (hereinafter referred to as the Employer) is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of Illinois.

(b) At all times material herein, the Employer has maintained its principal office and place of business at 225 West Randolph Street, Chicago, Illinois, and branch offices and places of business in the States of Illinois and Indiana.

(c) The Employer is engaged in the business of providing local and long-distance communications and related services as part of a nationwide telephone system.

(d) During the past calendar year, the Employer, in the course and conduct of its business operations, derived gross revenue in excess of one million dollars for communication services between points within the States of Illinois and Indiana, and points in other States.

(e) During the past calendar year, the Employer, in the course and conduct of its business operations, had a gross volume of business in excess of one million dollars.

III

The Employer is now, and at all times material herein has been, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

IV

(a) Respondent International is, and has been at all material times herein, a labor organization within the meaning of Section 2(5) of the Act.

(b) Respondent Local 134 is, and has been at all material times herein, a labor organization within the meaning of Section 2(5) of the Act.

V

(a) At all times material herein, there is, and has been, a collective-bargaining agreement between Respondent Local 134 and the Employer.

(b) The aforementioned Agreement was entered into in 1948 and was last amended June 30, 1968, to be effective through June 26, 1971.

(c) Under the Agreement referred to in subparagraphs (a) and (b) referred to above, Respondent Local 134 is the exclusive representative of employees described in Article II, Section 1 (A), of said collective-bargaining agreement.

(d) The persons employed by the Employer in the classifications set forth below are members of Respondent Local 134 under the terms of the collective-bargaining agreement referred to above in subparagraphs (a), (b) and (c), or because they voluntarily have become members of Respondent Local 134.

- (1) District Installation Superintendent
- (2) Plant Assignment Foreman
- (3) PBX Installation Foreman
- (4) Assistant Staff Supervisor
- (5) General Foreman
- (6) Building Cable Foreman
- (7) Test Center Foreman
- (8) Engineer

VI

(a) Including among the duties of persons occupying the classifications set out in paragraph V (d) above are:

The authority to adjust grievances in the interest of the employer; and

Supervisory authority in the day-to-day contact with employees of the Employer involved herein.

(b) In addition, persons occupying the classifications set out in paragraph V (d) above are, because of their

supervisory positions, persons upon whom the Employer has called, and/or is likely to call, as representatives of the Employer for the purpose of adjusting grievances and/or, as representatives in collective-bargaining negotiations.

(c) At all times material herein, the persons employed by the Employer, occupying the classifications set out in paragraph V (d) above, have been, and are, supervisors and agents of the Employer within the meaning of Sections 2(11) and 2(13) of the Act, or are managerial employees.

VII

(a) On May 8, 1969, Respondent Local 134, as a member of System Council T-4, struck the Employer.

(b) The strike continued until September 20, 1968.

(c) During the strike, persons in classifications referred to in paragraph V (d) above worked and/or supervised the performance of work on behalf of the Employer.

(d) Following the conclusion of the strike, Respondent Local 134 investigated, pressed charges against and imposed fines on the individuals named in Appendix "A" attached hereto.

(e) The individuals named in said Appendix "A" were fined by Respondent Local 134 because they worked and/or supervised the performance of work on behalf of the Employer during the aforementioned strike.

(f) In addition, the persons named in Appendix "B" attached hereto were fined by Respondent Local 134 because of their leadership in, and/or participation in, the Bell Supervisors Protective Association.

(g) Said Association, referred to in paragraph (f) above, was formed during the aforementioned strike to promote the interest of the Employer's supervisors, including those persons in the classifications named in paragraph V (d) above.

VIII

(a) The Constitution of Respondent International, in Article XXVII titled "Misconduct, Offenses and Penal-

ties," under the subheading titled "Appeals," provides, in Sections 12, 14, 15, and 16, as follows:

Sec. 12. Any member who claims an injustice has been done him by any L.U. [Local Union] or trial board, or by any Railroad Council, may appeal to the I.V.P. [International Vice-President] any time within 45 days after the date of the action complained of. If the appeal is from an action of a railroad local union, or a Railroad Council, it must go to the I.V.P. in charge of railroad matters.

A copy of any appeal must be filed with the L.U., or with the Railroad Council, as the case may be.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C. [International Executive Committee], shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the convention, to be considered, must be made within 30 days from the date of the decision appealed from. (Appeals to the I.E.C. and to conventions must be filed with the I.S.) If no appeal is made within 30 days from the date that any decision is rendered, such decision shall be considered final.

(b) Subsequent to the imposition of fines referred to in subparagraph (a) above, the individuals named in Appendix "A", pursuant to Respondent International's Constitution, Article XXVII, Section 12, as stated in subparagraph (a) above, appealed the imposition of said fines by Respondent Local 134 to a Vice-President of Respondent International.

(c) In or about January and/or February 1969, a Vice-President of Respondent International affirmed Re-

spondent Local 134's decision to impose the fines on individuals named in Appendix "A."

(d) Pursuant to Respondent International's Constitution, Article XXVII, Section 16, in subparagraph (a) above, the individuals named in Appendix "A" appealed the decisions of a Vice-President of Respondent International, upholding the fines imposed by Respondent Local 134.

(e) In or about late May and/or early August 1969, the President of Respondent International affirmed the decisions of a Vice-President to uphold the fines imposed on the individuals named in Appendix "A" by Respondent Local 134 and dismissed the aforesaid appeals.

IX

In or about October 1969, and continuing to date, Respondent Local 134, through their officers and agents, have attempted to collect, and have, in fact, collected said fines imposed on persons named in Appendix "A."

X

The conduct of Respondent Local 134 as described in paragraph VII, subparagraphs (d), (e) and (f), and paragraph IX above, has the foreseeable effect to bring, or is bringing pressure upon the individuals employed in the classifications set forth in paragraph V (d) above—those fined and those not fined—to force them to place their allegiance to Respondent Local 134 above their allegiance to the Employer, whenever those respective interests might conflict.

XI

By the conduct referred to in paragraph VII, subparagraphs (d), (e) and (f), and paragraph IX above, Respondent Local 134 impinged, and is impinging on the Employer's statutory rights to select its representatives for collective bargaining and grievance adjustments, and to rely upon the uncontested allegiance of the selected representatives, by causing the Employer to reasonably believe that their grievance adjustors and collective-bar-

gaining representatives will place their allegiance to Respondent Local 134 above their allegiance to the Employer, whenever those respective interests might conflict.

XII

The conduct of Respondent Local 134 described in paragraph VII, subparagraphs (d), (e) and (f), and paragraph IX above, constitutes restraint and coercion of the Employer in the selection of its representatives within the meaning of Section 8(b)(1)(B) of the Act, and, by such conduct, Respondent Local 134 has violated, and is violating, Section 8(b)(1)(B) of the Act.

XIII

(a) Respondent International, by sustaining the decision and discipline of Respondent Local 134, and dismissing the appeals as aforesaid, sanctioned the conduct of Local 134 and the foreseeable effect of such conduct as described in paragraph VII, subparagraphs (d), (e) and (f), and paragraphs IX and X above.

(b) In or about October 1969, and continuing to date, Respondent International, through their officers and agents, have attempted to collect, and have, in fact, collected said fines imposed on persons named in Appendix "A."

XIV

(a) By its conduct described in paragraph XIII above, Respondent International thereby is impinging on the Employer's statutory rights to select its representatives for collective bargaining and grievance adjustments, and to rely upon the uncontested allegiance of selected representatives.

(b) Respondent International thereby continued, and is continuing, the restraint and coercion of the Employer in the selection of its representatives for the purposes of collective bargaining and the adjustment of grievances within the meaning of Section 8(b)(1)(B) of the Act.

XV

By its conduct described in paragraph VIII, subparagraphs (c) and (e), and paragraphs XIII and XIV, Respondent International has violated, and is violating, Section 8(b) (1) (B) of the Act.

XVI

The acts of Respondents Local 134 and International described above in paragraphs VII through XV, occurring in connection with the operations of the Employer described in paragraph II above, have a close, intimate and substantial relation to trade, traffic and commerce among the several States, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Section 8(b) (1) (B) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 9th day of February, 1970, at 10 a.m., in Room 824-A, United States Courthouse and Federal Office Building, 219 South Dearborn Street, Chicago, Illinois, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Attached is Form NLRB-4668, Summary of Standard Procedures in Formal Hearings Held before the National Labor Relations Board in Unfair Labor Practice Cases As Taken from the Board's Published Rules and Regulations and Statements of Procedure.

You are further notified that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, Respondents Local 134 and International shall file with the undersigned Acting Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four copies of an Answer to said Complaint within ten days from the date of service thereof, and that unless it does so, all of the allegations in the Complaint shall be deemed to

be admitted to be true and may be so found by the Board.

DATED at Chicago, Illinois, this 31st day of December, 1969.

/s/ Martin H. Schneid
MARTIN H. SCHNEID
Acting Regional Director
National Labor Relations Board
Thirteenth Region
Room 881, United States Court-
house and Federal Office
Building
219 South Dearborn Street
Chicago, Illinois 60604

Attachments

APPENDIX "A"

Name		Title When Fined
G. O. Balling	—	District Installation Supt.
C. H. Barnes	—	Plant Assignment Foreman
D. Bennish	—	PBX Installation Foreman
R. B. Bing	—	PBX Installation Foreman
R. J. Bowes	—	PBX Installation Foreman
J. Braakman	—	Assistant Staff Supervisor
J. Cline	—	PBX Installation Foreman
F. Crowley	—	Assistant Staff Supervisor
H. E. Drucker	—	PBX Installation Foreman
A. Ehrhardt	—	Engineer
L. F. Farrell	—	Test Center Foreman
S. Finlay	—	PBX Installation Foreman
B. Frueh	—	PBX Installation Foreman
B. J. Gacek	—	PBX Installation Foreman
R. Goodrich	—	PBX Installation Foreman
F. Hagen	—	PBX Installation Foreman
E. Hedstrom	—	Building Cable Foreman
R. Holm	—	PBX Installation Foreman
J. Howe	—	PBX Installation Foreman
N. G. Jacobson	—	PBX Installation Foreman
R. O. Johnson	—	PBX Installation Foreman
R. H. Kech	—	Building Cable Foreman
T. Keegan	—	Engineer
K. C. Klopffleisch	—	PBX Installation Foreman
C. Kopieka	—	PBX Installation Foreman
W. Krizenecky	—	PBX Installation Foreman
V. Lovell	—	PBX Installation Foreman
J. T. Magnuson	—	Plant Assignment Foreman

Name	Title When Fined
P. S. McCloskey	— PBX Installation Foreman
K. McGuire	— Assistant Staff Supervisor
J. Moore	— PBX Installation Foreman
R. H. Muench	— PBX Installation Foreman
R. P. Murphy	— PBX Installation Foreman
A. Novello	— Building Cable Foreman
C. W. Paulson	— PBX Installation Foreman
I. W. Plahm	— PBX Installation Foreman
G. E. Roth	— PBX Installation Foreman
G. Schaeffer	— PBX Installation Foreman
C. R. Schmidt	— PBX Installation Foreman
J. Schraag	— PBX Installation Foreman
R. A. Schulz	— PBX Installation Foreman
N. Skertich	— PBX Installation Foreman
M. R. Tagney	— PBX Installation Foreman
R. Thome	— PBX Installation Foreman
G. M. Waters	— PBX Installation Foreman
R. J. Wensserett	— PBX Installation Foreman
W. S. Wheeler	— PBX Installation Foreman
D. L. MacLennan	— General Foreman
C. S. Willoughby	— District Installation Supt.
H. W. Anderson	— PBX Installation Foreman
R. A. Hawkins	— PBX Installation Foreman
J. Marqua	— PBX Installation Foreman
W. Schroeder	— PBX Installation Foreman

APPENDIX "B"

Name	Title When Fined
D. L. MacLennan	General Foreman
H. W. Anderson	PBX Installation Foreman
R. A. Hawkins	PBX Installation Foreman
J. Marqua	PBX Installation Foreman
W. Schroeder	PBX Installation Foreman

Form NLRB-4668
(9-67)

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE CASES AS TAKEN FROM THE BOARD'S PUBLISHED RULES AND REGULATIONS AND STATEMENTS OF PROCEDURE

The hearing will be conducted by a Trial Examiner of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Trial Examiner, upon the joint request of the parties, will conduct a "pre-hearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record—for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Trial Examiner conducting the prehearing conference will be the one who will conduct the hearing; and *it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference.* No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Trial Examiner for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Trial Examiner specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Trial Examiner and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Trial Examiner will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitted, and the filing thereof has not for good reason shown been waived by the Trial Examiner, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Trial Examiner may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed

findings and conclusions, or both, with the Trial Examiner who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Trial Examiner will be considered unless received by the Chief Trial Examiner in Washington, D. C. (or, in cases under the San Francisco, California branch office of Trial Examiners, the Associate Chief Trial Examiner in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Trial Examiner or Associate Chief Trial Examiner, as the case may be. All briefs or proposed findings filed with the Trial Examiner must be submitted in triplicate, and may be in typewritten, printed, or mimeographed form, with service upon the other parties.

In due course the Trial Examiner will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Trial Examiner's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Trial Examiner's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, Series 8, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Trial Examiner will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest.

G. C. EXH. 1(e)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD
THIRTEENTH REGION

Case No. 13-CB-2890

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO
(ILLINOIS BELL TELEPHONE COMPANY)

and

BELL SUPERVISORS PROTECTIVE ASSOCIATION
(Not a Labor Organization)

ANSWER OF LOCAL 134 TO COMPLAINT

Now comes LOCAL 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO (hereinafter called Local Union), by its attorneys, ROBERT E. FITZGERALD, JR., and EDWARD J. CALIHAN, JR., and answers the Complaint in the above captioned case as follows:

A) The Local Union admits the allegations contained in paragraphs I, II (a) (b) (c) (d) and (e), III, IV (a) and (b), VII (a) and (b), and VIII (a).

B) The Local Union denies each and every allegation contained in paragraphs V (a) (b) (c) and (d), VI (a) (b) and (c), VII (c) (d) (e) (f) and (g), VIII (b) (c) (d) and (e), IX, X, XI, XII, XIII (a) and (b), XIV (a) and (b), XV and XVI.

C) The Local Union affirmatively states as follows:

1. That the charging party, the so-called Bell Supervisors Protective Association, is a company dominated labor organization, which was formed by the Illinois

Bell Telephone Company, during the strike referred to in paragraph VII (a) and (b), for the purpose of soliciting members of the Local Union to voluntarily act as strike breakers, by performing the craft work of their fellow members who were on strike.

2. That most of the persons listed in Exhibit A of the Complaint voluntarily acted as strike breakers by performing the craft work of their fellow members who were on strike, and that the Local Union fined most of the persons listed in Exhibit A for engaging in that conduct.

3. That the Local Union fined the persons listed in Exhibit B for their conduct in assisting the Illinois Bell Telephone Company in the formation and operation of the company dominated labor organization referred to in 1 above.

4. That all of the conduct of the Local Union was within the proviso of Section 8(b) (1) of the Act.

WHEREFORE, the Local Union prays that the Complaint herein be dismissed.

/s/ Robert E. Fitzgerald, Jr.
ROBERT E. FITZGERALD, JR.

/s/ Edward J. Calihan, Jr.
EDWARD J. CALIHAN, JR.

Attorneys for Local 134, International Brotherhood of Electrical Workers, AFL-CIO

53 West Jackson Blvd.
Chicago, Illinois 60604
922-3113

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Answer have been mailed this 13th day of January, 1970, via regular mail to:

Ross M. Madden, Regional Director
National Labor Relations Board
Thirteenth Region
Room 881, United States Courthouse
219 South Dearborn Street
Chicago, Illinois 60604

George B. Christensen, Esq.
Winston, Strawn, Smith & Patterson
38 South Dearborn Street
Chicago, Illinois 60603

International Brotherhood of Electrical
Workers, AFL-CIO
Attn: Laurence J. Cohen, Esq.
1200 - 15th Street, N.W.
Washington, D.C. 20005

Local 134, International Brotherhood of
Electrical Workers, AFL-CIO,
600 West Washington Boulevard
Chicago, Illinois 60606

Bell Supervisors Protective Association
c/o George B. Christensen, Esq.
Winston, Strawn, Smith & Patterson
38 South Dearborn Street
Chicago, Illinois 60603

/s/ Robert E. Fitzgerald, Jr.
ROBERT E. FITZGERALD, JR.

G. C. Exh. 1(f)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD
THIRTEENTH REGION

Case No. 13-CB-2890

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO
(ILLINOIS BELL TELEPHONE COMPANY)

and

BELL SUPERVISORS PROTECTIVE ASSOCIATION

ANSWER OF RESPONDENT
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

The International Brotherhood of Electrical Workers, AFL-CIO (hereinafter Respondent International), herewith files this Answer to the allegations in the Complaint and Notice of Hearing issued by the Acting Regional Director for Region 13 on December 31, 1969.

Respondent International admits the allegations of the Complaint contained in paragraphs I, II(a)-(e), III, IV(a)-(b), VII(a)-(b) and VIII(a).

Respondent International denies the allegations of the Complaint contained in paragraphs V(a)-(d), VI(a)-(c), VII(c)-(g), VIII(b)-(e), IX, X, XI, XII, XIII(a)-(b), XIV(a)-(b), XV and XVI.

In addition to the denial of the paragraphs of the Complaint set forth above, Respondent International sets forth as affirmative defenses the following:

1. Assuming, *arguendo*, the truth of all the factual allegations in the Complaint, the conduct described therein does not violate Section 8(b)(1)(B) of the Act as a matter of law.

2. Respondent International did not, in fact or in law, fine or otherwise discipline any of the individuals listed in Appendices A or B to the Complaint, nor was Respondent Local 134 acting for or on behalf of the International with respect to any actions it took against said individuals. Therefore, assuming, *arguendo*, that Respondent Local 134 is found to have violated Section 8(b) (1) (B) as alleged in the Complaint, Respondent International committed no act itself which constitutes a violation of Section 8(b) (1) (B); nor can any violation of that Section be found based on its status as the parent organization of Respondent Local 134.

Respectfully submitted,

/s/ Laurence J. Cohen
LAURENCE J. COHEN
SHERMAN, DUNN & COHEN
1200 - 15th Street, N.W.
Washington, D. C. 20005

Counsel for Respondent
International

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Answer were mailed this 14th day of January 1970 to the following:

Robert E. Fitzgerald, Jr., Esquire
53 West Jackson Boulevard, Suite 1112
Chicago, Illinois 60604
George B. Christensen, Esquire
38 South Dearborn Street
Chicago, Illinois 60603

Laurence J. Cohen

G. C. EXH. 1(i)

Form NLRB-508
(2-60)

Form Approved
Budget Bureau No. 64-R003.11

DOCKETED

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

AMENDED CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

INSTRUCTIONS: *File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.*

Do Not Write in This Space

Case No.

13-CB-2890

Date Filed

March 2, 1970

1. Labor Organization or Its Agents Against Which Charge Is Brought

Name

International Brotherhood of Electrical
Workers, AFL-CIO

1200 15th St. N.W., Washington, D.C.

Address (*Street, City, State and Zip Code*)

Local 134, International Brotherhood of Elec-
trical Workers

600 W. Washington Blvd., Chicago, Ill. 60606

The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b) subsection(s) 8(b)(1)(B) of the National Labor Relations

Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (*Be specific as to facts, names, addresses, plants involved, dates, places, etc.*)

The organizations since the Summer of 1968 have been and are restraining and coercing Illinois Bell Telephone Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances by levying fines in large amounts of money against sundry of such representatives, supervisors within the meaning of the Act, because they worked during a strike conducted by Local 134 against the employer during the Summer and Fall of 1968. Among the representatives so fined and the amounts of their fines are the following: H. W. Anderson, R. A. Hawkins, Jr., D. L. MacLennan, J. A. Marqua and W. H. Schroeder, \$1,000 each; G. O. Balling, D. E. Bennish, R. Bing, R. Bowes, J. J. Braakman, J. R. Cline, H. E. Drucker, L. Farrell, S. J. Finlay, Jr., B. Frueh, R. Goodrich, F. C. Hagen, R. A. Hawkins, Sr., E. Hedstrom, R. L. Holm, J. P. Howe, N. G. Jacobsen Jr., R. O. Johnson, R. H. Kech, K. C. Klopffleisch, C. H. Kopeika, W. L. Krizonecky, J. T. Magnuson, P. S. McCloskey, K. G. McGuire, J. E. Moore, R. H. Muench, R. P. Murphy, C. W. Paulson, I. I. Plahm, G. E. Roth, G. F. Schaefer, C. Schmidt, R. A. Schulz, N. Skertich, R. E. Thome, G. Waters, R. J. Wenserritt and C. S. Willoughby, \$500 each, or a grand total for the foregoing named supervisors of \$24,500. The fines were imposed by the Local Union on various dates during October and November, 1968 and were timely appealed under the Union's Constitution to the International Vice President at sundry dates during October, November and December, 1968. The appeals were denied by the International Vice President at sundry dates during January and February, 1969. Thereafter the various affected representatives appealed to the International President, who on or about May 28, 1969, denied one of the appeals, that of Robert P. Murphy, and in consistency will, if he has not already done so, deny all of the ap-

peals. Immediate injunctive relief under Section 10 (j) is requested.

The charging party is informed and believes that \$500 fines were imposed by the Local Union at various dates during October and November, 1968 upon the following named representatives of Illinois Bell Telephone Company;

C. H. Barnes	T. Keegan	M. R. Pagney
F. Crowley	V. Lovell	W. S. Wheeler
A. Ehrhardt	A. Novello	R. A. Schultz
B. J. Gacek	J. Schraag	J. Braakman

but is without information as to whether said fines were appealed.

3. Name of Employer

Illinois Bell Telephone Company

4. Location of Plant Involved (*Street, City, State, and ZIP Code*)

212 W. Washington St., Chicago, Ill. 60606

5. Type of Establishment (*Factory, mine, wholesaler, etc.*)

Telephone company

6. Identify Principal Product or Service
Communication

7. No. of Workers Employed
2,500

8. Full Name of Party Filing Charge

Bell Supervisors Protective Association, not a labor organization

9. Address of Party Filing Charge (*Street, City, State and ZIP Code*)

c/o G. B. Christensen

One First National Plaza, Chicago, Illinois
60670

10. Tel. No.

786-5600

11. Declaration

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ George B. Christensen
(Signature of representative
or person making charge)
Attorney
(Title or office, if any)

December 29, 1969
(Date)

Wilfully false statements on this charge can be punished by fine and imprisonment (U. S. Code, Title 18, Section 1001)

G. C. EXH. 4

As a result of a series of discussions held with representatives of Local 134 I.B.E.W. for the purpose of formulating a plan for merging Local 134 Supervisory forces into the 3 level structure required by the "District Unit" plan of operation the following conclusions have been reached:

PROMOTIONS

- I All present P.B.X. General Foremen will be promoted to District Installation Superintendents reporting to the District Plant Superintendent in the Plant District to which they are assigned.

All present Building Cable General Foremen will be promoted to District Construction Supervisors reporting to the Division Construction Superintendent to whom they are assigned.

- (A) As District Installation Superintendents and District Construction Supervisors their wages and conditions of employment will not be a matter of union-management negotiations but They will not be required to discontinue their membership in the union as it is recognized that they have accumulated a vested interest in pension and insurance benefits as a result of their membership in the union. However, any allegiance they owe to the union shall not affect their judgment in the disposition of their supervisory duties. Since they will have under their supervision employees who are members of unions other than Local 134 and perhaps some with no union affiliations whatever, the company will expect the same impartial judgment that it demands from all Supervisory personnel.

GENERAL FOREMEN

II The number of General Foremen under the contract will be restricted to one in each plant Division in the Chicago Area where Local 134 forces are employed under the contract and one in the State Area Plant Department where Local 134 forces are employed.

(A) They shall be assigned to the staff of the Division Supt. or the General Plant staff and their duties shall be as follows:

Supervision of all apprentices, Journeymen and Foremen in the Division to which they are assigned with respect to matters of personnel and employee relations such as: training, force adjustments, health and welfare, job safety, overtime distribution, absenteeism, contract interpretation, etc., by coordinating these matters between the Division staff and the line organization. They may be assigned to qualify job observations and other assignments not inconsistent with the provisions of the contract.

It is understood that the Foremen, while reporting directly to the District Installation Superintendent or District Construction Supervisor as the case may be, may consult with the General Foreman of the Division in all cases where the proper application of these matters is in question.

(B) It is understood that future District Installation Superintendents or District Construction Supervisors will be chosen at the discretion of management and not necessarily from the ranks of General Foremen.

However, it is further understood that no discrimination will be shown, that individual ability and qualifications will control.

(C) Conditions may warrant regrading of a General Foreman to the status of Foreman but the

company will use every effort to maintain qualified General Foremen in that assignment.

FOREMEN

- III All apprentices and journeymen employees who are members of Local 134 will be directly supervised by Foremen who are active members of Local 134, and nothing in these articles is meant to infer otherwise.

Tentative effective date July 1, 1954.

Approved:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS—LOCAL NO. 134

/s/ Harry J. Hughes
For Local Union No. 134

/s/ J. M. Boyle
Vice-President—Sixth District
International Brotherhood of
Electrical Workers

Approved:

ILLINOIS BELL TELEPHONE COMPANY
/s/ [Illegible]
General Plant Manager
Chicago Area

/s/ D. L. Brown
General Plant Manager—State Area

AGREEMENT

This Agreement entered into the 8th day of August, 1946, as amended from time to time thereafter, and hereby further amended this ninth day of October, 1966 by and between the ILLINOIS BELL TELEPHONE COMPANY which may be hereinafter referred to as the "Company" and LOCAL UNIONS NO. 134, 165, 315, 336 and 399 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federations of Labor — Congress of Industrial Organizations which may be hereinafter referred to collectively as the "Union" and individually as "Local Union No.".

WITNESSETH THAT

WHEREAS, the Company recognizes the Union as the exclusive bargaining agency for those groups of employees of the Company, respectively, hereinafter specified; and

WHEREAS, the parties desire to establish standards of conditions of employment applicable to such groups of employees, respectively, and under which they shall work for the Company during the tenure of this Agreement, and desire to regulate employment relations between the parties for the purpose of securing harmonious co-operation and the settling by peaceful means of disputes that may arise affecting the employer-employee relationship:

NOW THEREFORE, in consideration of the mutual promises an agreement hereinto entered, the parties agree as follows:

ARTICLE I

Recognition

Section 1. The Company recognizes the Union as the exclusive bargaining agency for those employees of its Plant Department whose titles and classifications are included in the Wage Group Schedules, marked Exhibit A and Exhibit B, attached to and made a part of this Agreement.

Section 2. The words "employee" and "employees" mean an employee or employees of the Company represented by the Union as hereina provided. Use of the masculine gender hereina shall be taken to include the feminine gender where appropriate. The word "party", when used herein, refers to the Union or the company, as appropriate, and the word "parties" refers to the Union and the Company. The word "classification", when used herein refers to classification of work or classification of employee or employees as appropriate.

Section 3. There shall be two (2) types of employees, regular employees who are engaged without time limitation and "temporary" employees who are engaged for a specific project or a limited period, not to exceed (9) months.

ARTICLE II

Scope of Unit — Work Covered

Section 1.

(a) This agreement covers all those employees in the Plant Department of the Company in

the group represented by Local Union No. 134, whose titles are included in Exhibit "A" which is attached hereto and hereby made a part hereof; and those employees in the Plant Department of the Company in the group represented by Local Unions No. 165, 315, 336 and 399, whose titles are included in Exhibit "B" likewise attached hereto and made a part hereof; and the work customarily performed hereunder by the respective groups of such employees.

(b) During the tenure of this agreement the Company may continue to contract out such of the above work as is now customarily contracted out. If such work to be contracted out will cause layoffs, or part-timing, or prevent the rehiring of employees with seniority standing, such contracting out of work will be reviewed by the Company with the Union and allotted on the basis of what the Company is equipped to perform and what the employees represented by the Union are able and trained to perform.

Section 2. During the tenure of this agreement the jurisdiction of work covered in this agreement to be assigned the two employee groups as shown in Section 1 above will remain as in the past unless otherwise agreed between the Company and the Local Unions involved.

Section 3. The Union undertakes to settle any dispute which may occur between the Local Unions with respect to the assignment of work. The Company will assign the work as so agreed between the Local Unions, provided that the agreement reached is not in conflict with the provisions of this agreement.

represented by Local Union No. 134 shall become and remain members of Local Union No. 134 in good standing as a condition of employment under this agreement after July 7, 1963.

Section 2. All employees with thirty days or more of employment with the Company who on November 30, 1948, were members or who thereafter become members of Local Unions 156, 315, 336 or 399 shall maintain their membership in the Union in good standing as a condition of employment under this Agreement after July 7, 1963.

Section 3. It is agreed that for the purpose of Sections 1 and 2 immediately preceding, (a) an employee shall be deemed to be a member in good standing so long as he pays or tenders to the Union an amount equal to the regularly recurring monthly Union dues for the remainder of the term of this Agreement and (b) employees suspended from membership in the Union because of failure to tender their Union dues shall, upon written request of the Union, be discharged; Provided, however, that the Union's request for discharge is received prior to the expiration date of this Agreement.

ARTICLE IV

Wage Rates and Certain Working Conditions.

Section 1. The wage rates and certain of the working conditions applicable to the employees represented by Local Union No. 134 shall be as shown in Exhibit "A," attached hereto and made a part hereof; ~~and the wage rates and certain of~~

-5-

Section 4. It is further agreed that the following work is not covered in this agreement.

(a) Work now performed by elevator operators, janitor-elevator operators and starters who are members of the Elevator Operators' and Starters' Union, Local No. 66, as per agreement between the said Operators' Union and the Company.

(b) Work now performed by painters and electricians who are members of the Painters' District Council and Local Union No. 134, respectively, as per agreement between each of the said two Unions and the Company.

(c) Work now performed by stationary engineers who are members of the International Union of Operating Engineers, Local No. 399, as per agreement between the said Union and the Company.

(d) Work of the Long Lines Division of the Company.

(e) A reasonable number of Management employees (not to exceed 60) may be assigned to station installation work (Monday through Friday, 9:00 A.M. to 5:00 P.M.) within the bargaining unit as part of a training program, and, while so assigned shall not be affected by provisions in this Agreement. The training period of any group shall not exceed a period of eight weeks. It is mutually agreed that this arrangement shall not result in part-timing or layoffs of any regular employee working under this Agreement.

ARTICLE III

Union Security

Section 1. All employees with thirty days or more of employment with the Company, who are

provisions of this Agreement, or should any other grievance or dispute appear, such matters shall be processed according to the procedure set forth in this ARTICLE.

Step 1. The employee or his Steward shall first bring the grievance to his Foreman, or other first line Supervisor.

Step 2. If the grievance is not settled, it shall then be taken up with the succeeding appropriate levels of supervision by the Union representative and shall be placed with the appropriate Manager or someone designated by the Company to handle such matters, who shall meet with the Union representative within two (2) working days after receipt of the grievance and render a decision within five (5) days after receipt of the grievance.

Step 3. If not thus adjusted, an attempt will be made to settle at a meeting between members of the System Council T-4 which Council is composed of representatives of each of the Local Union parties to this Agreement (who may appoint from its members a sub-committee to handle the matter under consideration) who may be accompanied by the Business Manager of such Local Union or Unions directly involved in such matters and representatives of and delegated by the Company for this purpose.

Step 4. If not adjusted at this meeting, the President of the I.B.E.W. or someone delegated by him to represent him, will, at the request of said Union, be called in and, in conjunction with representatives of both

ARTICLE XXVII

Grievance and Conference Procedure

Section 1. Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or

parties referred to in Step 3, attempt to settle the grievance.

Section 2. Any grievance with respect to the question of interpretation or application of the provisions of this Agreement which cannot be satisfactorily disposed of by the representatives of the Company and the Union in the manner hereinbefore provided, shall be submitted in writing, at the request of either party, to arbitration as provided for in Article XXVIII of this Agreement.

Section 3. No grievance shall be considered by the company or Union unless presented within 30 calendar days after the action or occurrence complained of last occurred, or within 180 days if the facts relevant thereto are a matter of Company record.

Section 4. After a grievance has been referred to the Company by the Union, no Company representative will discuss the matter with the employee or employees involved except in the presence of a Union representative who handled the original negotiations, or any other representative whom the Union may assign to the case.

Section 5. The Company recognizes the right of the Union to investigate the circumstances surrounding any grievance or accident, and agrees to cooperate with the Union in such investigations.

Section 6. Subject to Rules and Regulations of the National Labor Relations Board and such legislation as may apply, the Company agrees to permit employees representing the Union to confer with Management representatives without loss of pay during scheduled working hours.

Section 7. The Company and the Union shall keep each other informed regarding the personnel who are authorized to represent them in bargaining procedure.

EXHIBIT A

Wage Group Number 1

General Foreman

Wage Group Number 2

P.B.X. Installation Foreman
Building Cable Foreman.

SUPERVISION

Foreman, journeyman and apprentices represented by Local Union No. 134 will be under the supervision of a General Foreman, but this shall not prevent the Company from making inspections of the work at any time or from specifying the manner in which the work shall be done.

WORKING CONDITIONS FOR GENERAL FOREMEN AND FOREMEN

A. No appointment as General Foreman will be made for a period of less than five (5) days.

B. General Foreman and Foremen shall be paid at their straight time basic rate of pay for authorized overtime work occurring on either a normally scheduled workday or on other days when in either case such overtime equals or exceeds one-half of their normal daily assignment, provided, that it is not considered feasible to grant an equivalent amount of time off with pay within a reasonable period.

C. No pay deduction will be made for absence on a holiday, incidental sickness absence, or reasonable absence for other causes.

RATIO OF APPRENTICES TO JOURNEYMEN

The ratio of apprentices to journeymen shall not be more than one to each four journeymen employed, and there shall not be more than one apprentice to each journeyman on any one job. An apprentice shall only be employed in company with a journeyman.

WORKING CONDITIONS FOR
JOURNEYMEN AND APPRENTICES

1. Five days of eight hours each reckoned between 8:00 A.M. and 5:00 P.M. Monday to Friday, inclusive, shall be the regular week's work, except that the Company may designate a certain number of employees to work on Saturday from 8:00 A.M. to 12:00 noon. Saturday morning work from 8:00 A.M. to 12:00 noon shall be paid at straight time unless premium payments are required by any applicable statute.

2. During the week in which a Saturday morning is to be worked, one half day between Monday to Friday, inclusive shall be taken off. In the event that the work load does not permit one-half day off in advance of the Saturday morning worked, such time will be taken off later and at a time mutually agreed upon between the General Foreman and the individual employees, except as has been and may in the future be mutually agreed otherwise.

3. Notification of Saturday morning work shall be given not later than quitting time on the Friday before. Notification of all other half days work shall be given not later than quitting time of the last regular shift worked.

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EXHIBIT A

Wage Group Number 3

Building Cableman	(
Building Cable Splicer	(
P.B.X. Installer	(
Journeyman	(
	* \$159.50
	per week.

Wage Group Number 4

Building Cable Apprentice
P.B.X. Installation Apprentice

First six months of service—1st year	\$ 85.50
Second six months of service—1st year	88.00
First four months of service—2nd year	90.00
Second four months of service—2nd year	92.00
Third four months of service—2nd year	97.00
First six months of service—3rd year	103.50
Second six months of service—3rd year	109.00
First six months of service—4th year	115.00
Second six months of service—4th year	123.50
Thereafter	127.50

The wage rate of an apprentice having served his fourth year and who fails to pass a journeyman's examination before the Examining Board of the Union will be paid \$127.50 per week until he passes a journeyman's examination.

* Effective October 9, 1966

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4. All time worked in excess of the regular working hours shall be paid for at the rate of time and one-half, also for all work done on Sundays, and for continuous overtime, i.e., when work is continued through the next shift with only intermission for meals, except as provided in Article XIV.

5. Employees regularly assigned to the Chicago Operations when temporarily assigned to work outside that Area, will travel on Company time from the city limits to the job location and return and will be reimbursed for extra public transportation expense incurred. When the temporary assignment is of more than two consecutive working days duration, the employee may, in lieu of such travel time and extra transportation expense, and with the consent of the Company, elect to avail himself of the provisions of the current understanding in effect regarding reporting areas and transportation allowances for employees regularly assigned to Suburban Operations.

6. The Company agrees not to require members of the local Union to work on any job with non-union men.

B-1

EXHIBIT B

Wage Group Number 1

Building Equipment Maintenanceman	Installation Dispatcher
Cable Splicer	Maintenance Clerk
Cable Tester	Photographer
Communications Maintenanceman	Postman
Communications Serviceman	Senior Draftsman
Cosmetologist	Senior Plant Assgner
Construction Clerk	Statistical Clerk
Construction Dispatcher	Truck Dispatcher
District Supplies Clerk	Trunk and Toll Assgner
Electrolysis Tester	

Maximum Rate Class I Towns - \$160.50 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$2.50
90.50	95.50	6	3.00
95.50	100.50	6	4.00
100.50	105.50	6	5.00
105.50	110.50	6	6.00
110.50	115.50	6	7.50
115.50	120.50	6	8.00
120.50	125.50	6	9.00
125.50	130.50	6	10.00
130.50	135.50	6	11.00
135.50	140.50	6	12.00
140.50	145.50	6	13.00
145.50	150.50	6	

Maximum Rate Class II Towns - \$158.50 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$2.50
90.50	95.50	6	3.00
95.50	100.50	6	4.00
100.50	105.50	6	5.00
105.50	110.50	6	6.00
110.50	115.50	6	7.50
115.50	120.50	6	8.00
120.50	125.50	6	9.00
125.50	130.50	6	10.00
130.50	135.50	6	11.00
135.50	140.50	6	12.00
140.50	145.50	6	13.00
145.50	150.50	6	

Effective October 9, 1965

B-3

Maximum Rate Class VI Towns - \$147.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$42.50	\$84.00	6	\$1.50
	84.00	88.00	6	1.00
	88.00	90.50	6	2.50
	90.50	106.50	6	4.00
	106.50	114.50	6	8.00
	114.50	124.50	6	6.50
	124.50	131.00	6	11.00
	131.00	132.00	6	25.00
	132.00	147.00	6	

Effective October 9, 1948

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Maximum Rate Class III Towns - \$157.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$88.50	6	\$2.00
	88.50	91.50	6	2.00
	91.50	95.00	6	2.00
	95.00	110.00	6	7.50
	110.00	117.50	6	7.50
	117.50	131.50	6	7.50
	131.50	141.00	6	9.50
	141.00	157.00	6	16.00

Maximum Rate Class IV Towns - \$159.50 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$88.50	6	\$2.00
	88.50	91.50	6	2.00
	91.50	95.00	6	2.50
	95.00	110.00	6	5.00
	110.00	117.50	6	7.50
	117.50	131.50	6	7.00
	131.50	141.00	6	8.50
	141.00	159.50	6	15.50

Maximum Rate Class V Towns - \$153.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$88.50	6	\$2.00
	88.50	94.50	6	3.00
	94.50	99.00	6	4.50
	99.00	109.00	6	5.00
	109.00	118.50	6	7.50
	118.50	123.50	6	6.50
	123.50	130.00	6	7.00
	130.00	140.00	6	10.00
	140.00	153.00	6	13.00

Effective October 9, 1948

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Maximum Rate Class III Towns - \$152.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	\$88.50	6	\$2.00
	88.50	91.50	6	3.00
	91.50	95.00	6	3.50
	95.00	100.00	6	5.00
	100.00	107.50	6	7.50
	107.50	117.50	6	10.00
	117.50	131.50	6	14.00
	131.50	152.00	6	20.50

Maximum Rate Class IV Towns - \$151.50 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	\$88.50	6	\$2.00
	88.50	91.50	6	3.00
	91.50	95.00	6	4.00
	95.00	100.00	6	5.00
	100.00	107.50	6	7.50
	107.50	117.50	6	10.00
	117.50	131.50	6	14.00
	131.50	151.50	6	20.00

Maximum Rate Class V Towns - \$148.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	\$88.50	6	\$2.00
	88.50	91.50	6	3.00
	91.50	95.00	6	4.50
	95.00	100.00	6	5.00
	100.00	107.50	6	7.50
	107.50	116.50	6	9.00
	116.50	125.00	6	8.50
	125.00	148.00	6	23.00

B-4

EXHIBIT 9

Wage Group Number 2

Auto Mechanic	Licensed
Battery Maintenance	Plant Assembler
Building Mechanic	Electrician
Chandler	Machine Operator
Crane Operator	Machine Repairman
General Operator	Operator
General Repairman	Trencher Operator

Maximum Rate Class I Towns - \$155.50 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	\$88.50	6	\$2.50
	88.50	91.50	6	3.00
	91.50	95.00	6	4.00
	95.00	100.00	6	5.00
	100.00	107.50	6	7.50
	107.50	117.50	6	10.00
	117.50	127.50	6	14.00
	127.50	155.50	6	28.00

Maximum Rate Class II Towns - \$153.50 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	\$88.50	6	\$2.50
	88.50	91.50	6	3.00
	91.50	95.00	6	4.00
	95.00	100.00	6	5.00
	100.00	107.50	6	7.50
	107.50	117.50	6	10.00
	117.50	127.50	6	14.00
	127.50	153.50	6	26.00

Effective October 9, 1948

Effective October 9, 1948

EXHIBIT B

Wage Group Number 3

Microfilmer
Plant RecorderDraftsman
Heavy Deliverman

Maximum Rate Class VI Towns - \$142.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$82.50	\$84.00	6	\$1.50
84.00	88.00	6	2.00
88.00	90.50	6	2.50
90.50	108.50	6	4.00
108.50	114.50	6	6.00
114.50	121.00	6	8.50
121.00	142.00	6	21.00

Maximum Rate Class I Towns - \$141.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$2.50
90.50	92.50	6	3.00
92.50	97.50	6	4.00
97.50	107.50	6	5.00
107.50	113.00	6	5.50
113.00	120.50	6	7.50
120.50	127.50	6	7.50
127.50	137.00	6	9.50
137.00	141.50	6	4.50

Maximum Rate Class II Towns - \$140.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$2.50
90.50	96.50	6	3.00
96.50	106.50	6	5.00
106.50	112.00	6	5.50
112.00	120.00	6	6.00
120.00	126.50	6	6.50
126.50	135.50	6	9.00
135.50	140.00	6	4.50

Maximum Rate Class III Towns - \$138.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$84.50	\$88.50	6	\$2.00
88.50	91.50	6	3.00
91.50	95.00	6	3.50
95.00	110.00	6	5.00
110.00	117.50	6	7.50
117.50	131.00	6	13.50
131.00	138.00	6	7.00

Effective October 9, 1966

Effective October 9, 1966

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EXHIBIT B

Wage Group Number 4

Deliverman
Freeman
Employee Serviceman
Tire Trimmer
(Also Clearance)

Maximum Rate Class I Tones - \$134.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$5.00
90.50	95.50	6	5.00
95.50	100.50	6	5.00
100.50	105.50	6	5.00
105.50	110.50	6	5.00
110.50	115.50	6	5.00
115.50	120.50	6	5.00
120.50	125.50	6	5.00
125.50	130.50	6	5.00
130.50	134.50	6	4.00

Maximum Rate Class II Tones - \$132.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$85.50	\$90.50	6	\$5.00
90.50	95.50	6	5.00
95.50	100.50	6	5.00
100.50	105.50	6	5.00
105.50	110.50	6	5.00
110.50	115.50	6	5.00
115.50	120.50	6	5.00
120.50	125.00	6	5.00
125.00	132.00	6	7.00

Maximum Rate Class III - IV Tones - \$125.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$84.50	\$88.50	6	\$4.00
88.50	92.50	6	4.00
92.50	96.50	6	4.00
96.50	100.50	6	4.00
100.50	104.50	6	4.00
104.50	108.50	6	4.00
108.50	112.50	6	4.00
112.50	116.50	6	4.00
116.50	120.50	6	4.00
120.50	125.00	6	4.50

Effective October 9, 1968

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Maximum Rate Class IV Tones - \$128.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$84.50	\$88.50	6	\$4.00
88.50	92.50	6	4.00
92.50	96.50	6	4.00
96.50	100.50	6	4.00
100.50	104.50	6	4.00
104.50	108.50	6	4.00
108.50	112.50	6	4.00
112.50	116.50	6	4.00
116.50	120.50	6	4.00
120.50	128.00	6	7.50

Maximum Rate Class V Tones - \$134.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$84.50	\$88.50	6	\$4.00
88.50	92.50	6	4.00
92.50	96.50	6	4.00
96.50	100.50	6	4.00
100.50	104.50	6	4.00
104.50	108.50	6	4.00
108.50	112.50	6	4.00
112.50	116.50	6	4.00
116.50	120.50	6	4.00
120.50	124.50	6	4.00
124.50	134.00	6	9.50

Maximum Rate Class VI Tones - \$137.00 Week

From	To	Months Interval	Amount at Each Interval
Min.			
\$82.50	\$84.00	6	\$1.50
84.00	85.50	6	1.50
85.50	87.00	6	1.50
87.00	88.50	6	1.50
88.50	90.00	6	1.50
90.00	91.50	6	1.50
91.50	93.00	6	1.50
93.00	94.50	6	1.50
94.50	96.00	6	1.50
96.00	97.50	6	1.50
97.50	100.00	6	2.50
100.00	102.50	6	2.50
102.50	105.00	6	2.50
105.00	107.50	6	2.50
107.50	110.00	6	2.50
110.00	112.50	6	2.50
112.50	115.00	6	2.50
115.00	117.50	6	2.50
117.50	137.00	6	19.50

Effective October 9, 1968

Maximum Rate Class V Tours - \$125.00 Week

	From	To	Months Interval	Amount at Each Interval
1970.	\$44.50	\$48.50	4	44.50

Maximum Rate Class VI Taxes - \$112.00 Year

	From	To	Months Interval	Amount of Each Interval
	\$22.50	\$24.00	6	\$1.50
	24.00	25.00	6	1.00
	25.00	27.50	6	2.50
	27.50	30.00	6	2.50
	30.00	32.50	6	2.50
	32.50	35.00	6	2.50
	35.00	37.50	6	2.50
	37.50	40.00	6	2.50
	40.00	42.50	6	2.50
	42.50	45.00	6	2.50
	45.00	47.50	6	2.50
	47.50	50.00	6	2.50
	50.00	52.50	6	2.50
	52.50	55.00	6	2.50
	55.00	57.50	6	2.50
	57.50	60.00	6	2.50
	60.00	62.50	6	2.50
	62.50	65.00	6	2.50
	65.00	67.50	6	2.50
	67.50	70.00	6	2.50
	70.00	72.50	6	2.50
	72.50	75.00	6	2.50
	75.00	77.50	6	2.50
	77.50	80.00	6	2.50
	80.00	82.50	6	2.50
	82.50	85.00	6	2.50
	85.00	87.50	6	2.50
	87.50	90.00	6	2.50
	90.00	92.50	6	2.50
	92.50	95.00	6	2.50
	95.00	97.50	6	2.50
	97.50	100.00	6	2.50
	100.00	102.50	6	2.50
	102.50	105.00	6	2.50
	105.00	107.50	6	2.50
	107.50	110.00	6	2.50
	110.00	112.50	6	2.50
	112.50	115.00	6	2.50
	115.00	117.50	6	2.50
	117.50	120.00	6	2.50
	120.00	122.50	6	2.50
	122.50	125.00	6	2.50
	125.00	127.50	6	2.50
	127.50	130.00	6	2.50
	130.00	132.50	6	2.50
	132.50	135.00	6	2.50
	135.00	137.50	6	2.50
	137.50	140.00	6	2.50
	140.00	142.50	6	2.50
	142.50	145.00	6	2.50
	145.00	147.50	6	2.50
	147.50	150.00	6	2.50
	150.00	152.50	6	2.50
	152.50	155.00	6	2.50
	155.00	157.50	6	2.50
	157.50	160.00	6	2.50
	160.00	162.50	6	2.50
	162.50	165.00	6	2.50
	165.00	167.50	6	2.50
	167.50	170.00	6	2.50
	170.00	172.50	6	2.50
	172.50	175.00	6	2.50
	175.00	177.50	6	2.50
	177.50	180.00	6	2.50
	180.00	182.50	6	2.50
	182.50	185.00	6	2.50
	185.00	187.50	6	2.50
	187.50	190.00	6	2.50
	190.00	192.50	6	2.50
	192.50	195.00	6	2.50
	195.00	197.50	6	2.50
	197.50	200.00	6	2.50
	200.00	202.50	6	2.50
	202.50	205.00	6	2.50
	205.00	207.50	6	2.50
	207.50	210.00	6	2.50
	210.00	212.50	6	2.50
	212.50	215.00	6	2.50
	215.00	217.50	6	2.50
	217.50	220.00	6	2.50
	220.00	222.50	6	2.50
	222.50	225.00	6	2.50
	225.00	227.50	6	2.50
	227.50	230.00	6	2.50
	230.00	232.50	6	2.50
	232.50	235.00	6	2.50
	235.00	237.50	6	2.50
	237.50	240.00	6	2.50
	240.00	242.50	6	2.50
	242.50	245.00	6	2.50
	245.00	247.50	6	2.50
	247.50	250.00	6	2.50
	250.00	252.50	6	2.50
	252.50	255.00	6	2.50
	255.00	257.50	6	2.50
	257.50	260.00	6	2.50
	260.00	262.50	6	2.50
	262.50	265.00	6	2.50
	265.00	267.50	6	2.50
	267.50	270.00	6	2.50
	270.00	272.50	6	2.50
	272.50	275.00	6	2.50
	275.00	277.50	6	2.50
	277.50	280.00	6	2.50
	280.00	282.50	6	2.50
	282.50	285.00	6	2.50
	285.00	287.50	6	2.50
	287.50	290.00	6	2.50
	290.00	292.50	6	2.50
	292.50	295.00	6	2.50
	295.00	297.50	6	2.50
	297.50	300.00	6	2.50
	300.00	302.50	6	2.50
	302.50	305.00	6	2.50
	305.00	307.50	6	2.50
	307.50	310.00	6	2.50
	310.00	312.50	6	2.50
	312.50	315.00	6	2.50
	315.00	317.50	6	2.50
	317.50	320.00	6	2.50
	320.00	322.50	6	2.50
	322.50	325.00	6	2.50
	325.00	327.50	6	2.50
	327.50	330.00	6	2.50
	330.00	332.50	6	2.50
	332.50	335.00	6	2.50
	335.00	337.50	6	2.50
	337.50	340.00	6	2.50
	340.00	342.50	6	2.50
	342.50	345.00	6	2.50
	345.00	347.50	6	2.50
	347.50	350.00	6	2.50
	350.00	352.50	6	2.50
	352.50	355.00	6	2.50
	355.00	357.50	6	2.50
	357.50	360.00	6	2.50
	360.00	362.50	6	2.50
	362.50	365.00	6	2.50
	365.00	367.50	6	2.50
	367.50	370.00	6	2.50
	370.00	372.50	6	2.50
	372.50	375.00	6	2.50
	375.00	377.50	6	2.50
	377.50	380.00	6	2.50
	380.00	382.50	6	2.50
	382.50	385.00	6	2.50
	385.00	387.50	6	2.50
	387.50	390.00	6	2.50
	390.00	392.50	6	2.50
	392.50	395.00	6	2.50
	395.00	397.50	6	2.50
	397.50	400.00	6	2.50
	400.00	402.50	6	2.50
	402.50	405.00	6	2.50
	405.00	407.50	6	2.50
	407.50	410.00	6	2.50
	410.00	412.50	6	2.50
	412.50	415.00	6	2.50
	415.00	417.50	6	2.50
	417.50	420.00	6	2.50
	420.00	422.50	6	2.50
	422.50	425.00	6	2.50
	425.00	427.50	6	2.50
	427.50	430.00	6	2.50
	430.00	432.50	6	2.50
	432.50	435.00	6	2.50
	435.00	437.50	6	2.50
	437.50	440.00	6	2.50
	440.00	442.50	6	2.50
	442.50	445.00	6	2.50
	445.00	447.50	6	2.50
	447.50	450.00	6	2.50
	450.00	452.50	6	2.50
	452.50	455.00	6	2.50
	455.00	457.50	6	2.50
	457.50	460.00	6	2.50
	460.00	462.50	6	2.50
	462.50	465.00	6	2.50
	465.00	467.50	6	2.50
	467.50	470.00	6	2.50
	470.00	472.50	6	2.50
	472.50	475.00	6	2.50
	475.00	477.50	6	2.50
	477.50	480.00	6	2.50
	480.00	482.50	6	2.50
	482.50	485.00	6	2.50
	485.00	487.50	6	2.50
	487.50	490.00	6	2.50
	490.00	492.50	6	2.50
	492.50	495.00	6	2.50
	495.00	497.50	6	2.50
	497.50	500.00	6	2.50
	500.00	502.50	6	2.50
	502.50	505.00	6	2.50
	505.00	507.50	6	2.50
	507.50	510.00	6	2.50
	510.00	512.50	6	2.50
	512.50	515.00	6	2.50
	515.00	517.50	6	2.50
	517.50	520.00	6	2.50
	520.00	522.50	6	2.50
	522.50	525.00	6	2.50
	525.00	527.50	6	2.50
	527.50	530.00	6	2.50
	530.00	532.50	6	2.50
	532.50	535.00	6	2.50
	535.00	537.50	6	2.50
	537.50	540.00	6	2.50
	540.00	542.50	6	2.50
	542.50	545.00	6	2.50
	545.00	547.50	6	2.50
	547.50	550.00	6	2.50
	550.00	552.50	6	2.50
	552.50	555.00	6	2.50
	555.00	557.50	6	2.50
	557.50	560.00	6	2.50
	560.00	562.50	6	2.50
	562.50	565.00	6	2.50
	565.00	567.50	6	2.50
	567.50	570.00	6	2.50
	570.00	572.50	6	2.50
	572.50	575.00	6	2.50
	575.00	577.50	6	2.50
	577.50	580.00	6	2.50
	580.00	582.50	6	2.50
	582.50	585.00	6	2.50
	585.00	587.50	6	2.50
	587.50	590.00	6	2.50
	590.00	592.50	6	2.50
	592.50	595.00	6	2.50
	595.00	597.50	6	2.50
	597.50	600.00	6	2.50
	600.00	602.50	6	2.50
	602.50	605.00	6	2.50
	605.00	607.50	6	2.50
	607.50	610.00	6	2.50
	610.00	612.50	6	2.50
	612.50	615.00	6	2.50
	615.00	617.50	6	2.50
	617.50	620.00	6	2.50
	620.00	622.50	6	2.50
	622.50	625.00	6	2.50
	625.00	627.50	6	2.50
	627.50	630.00	6	2.50
	630.00	632.50	6	2.50
	632.50	635.00	6	2.50
	635.00	637.50	6	2.50
	637.50	640.00	6	2.50
	640.00	642.50	6	2.50
	642.50	645.00	6	2.50
	645.00	647.50	6	2.50
	647.50	650.00	6	2.50
	650.00	652.50	6	2.50
	652.50	655.00	6	2.50
	655.00	657.50	6	2.50
	657.50	660.00	6	2.50
	660.00	662.50	6	2.50
	662.50	665.00	6	2.50
	665.00	667.50	6	2.50
	667.50	670.00	6	2.50
	670.00	672.50	6	2.50
	672.50	675.00	6	2.50
	675.00	677.50	6	2.50
	677.50	680.00	6	2.50
	680.00	682.50	6	2.50
	682.50	685.00	6	2.50
	685.00	687.50	6	2.50
	687.50	690.00	6	2.50
	690.00	692.50	6	2.50
	692.50	695.00	6	2.50
	695.00	697.50	6	2.50
	697.50	700.00	6	2.50
	700.00	702.50	6	2.50
	702.50	705.00	6	2.50
	705.00	707.50	6	2.50
	707.50	710.00	6	

EXHIBIT B

01-0

Wage Group Number 5

Apprentice Miller
Apprentice Electrolysis Tester
Fireman
Light Deliveryman
Stockman
Wall Washer

Light Deliveryman
Stockman
Wall Washer

Maximum Rate Class I Towns - \$122.50 Week

Rate	From	To	Months Interval	Amount at Each Interval
\$65.50	\$65.50	\$60.50	6	\$2.50
60.50	60.50	55.50	6	5.00
55.50	55.50	50.50	6	5.00
50.50	50.50	45.50	6	5.00
45.50	45.50	40.50	6	5.00
40.50	40.50	35.50	6	5.00
35.50	35.50	30.50	6	5.00
30.50	30.50	25.50	6	5.00
25.50	25.50	20.50	6	5.00
20.50	20.50	15.50	6	5.00
15.50	15.50	10.50	6	5.00
10.50	10.50	5.50	6	5.00
5.50	5.50	0.50	6	5.00
0.50	0.50	0.00	6	5.00

Maximum Rate Class II Towns - \$121.00 Week

No.	From	To	Months Interval	Amount at Each Interval
	\$25.50	\$50.50	6	\$2.50
	\$50.50	\$75.50	6	3.00
	\$75.50	\$100.50	6	5.00
	\$100.50	\$125.00	6	5.00
	\$125.00	\$150.00	6	5.00

Maximum Rate Class III - IV Towels - \$118.00 Week

From	To	Months Interval	Amount at Each Interval
\$44.50	\$82.50	6	\$2.00
82.50	91.00	6	3.00
91.50	95.00	6	3.50
95.00	110.00	6	5.00
110.00	118.00	6	8.00

Effective October 8, 1989

Effective October 9, 1968

B-12

EXHIBIT 18

BOTH DUE APPLICABLE ONLY IN WEST CHICAGO - ILLINOIS

DISTRIBUTING HOUSE

Stockman
Light Deliveryman

Maximum Rate - \$127.00 Week

From	To	Months Interval	Amount at Each Interval
Min.	\$75.50	6	\$2.50
	80.50	6	3.00
	85.50	6	3.50
	90.50	6	4.00
	95.50	6	4.50
	100.50	6	5.00
	105.50	6	5.50
	110.50	6	6.00
	115.50	6	6.50
	120.50	6	7.00

B-11

Maximum Rate Class V Towns - \$117.50 Week

From	To	Months Interval	Amount at Each Interval
Min.	\$84.50	6	\$2.00
	89.50	6	2.50
	94.50	6	3.00
	99.50	6	3.50
	104.50	6	4.00
	109.50	6	4.50

Maximum Rate Class VI Towns - \$112.00 Week

From	To	Months Interval	Amount at Each Interval
Min.	\$87.50	6	\$1.50
	92.50	6	2.00
	97.50	6	2.50
	102.50	6	3.00
	107.50	6	3.50
	112.50	6	4.00

Effective October 6, 1965

Effective October 9, 1965

B-14

Maximum Rate Class V Towns - \$115.00 Week

From	To	Months Interval	Amount at Each Interval
\$84.50	\$84.50	6	\$2.00
84.50	81.00	6	2.50
81.00	84.50	6	3.00
84.50	87.50	6	3.00
87.50	107.50	6	5.00
107.50	115.00	6	5.50

Maximum Rate Class VI Towns - \$109.50 Week

From	To	Months Interval	Amount at Each Interval
\$82.50	\$84.00	6	\$1.50
84.00	86.00	6	2.00
86.00	87.50	6	1.50
87.50	90.50	6	3.00
90.50	93.00	6	2.50
93.00	101.00	6	4.00
101.00	109.50	6	8.50

B-13

EXHIBIT B

Wage Group Number 6

Garage-men

Maximum Rate Class I Towns - \$116.50 Week

From	To	Months Interval	Amount at Each Interval
\$84.50	\$86.50	6	\$2.00
86.50	87.50	6	3.00
87.50	87.50	6	4.00
87.50	101.00	6	2.50
101.00	111.00	6	5.00
111.00	116.50	6	5.50

Maximum Rate Class II Towns - \$118.00 Week

From	To	Months Interval	Amount at Each Interval
\$82.50	\$86.50	6	\$2.50
86.50	86.50	6	3.00
86.50	106.50	6	3.50
106.50	108.00	6	5.00
108.00	118.00	6	5.50

Maximum Rate Class III - IV Towns - \$154.00 Week

From	To	Months Interval	Amount at Each Interval
\$84.50	\$86.50	6	\$2.00
86.50	87.50	6	3.00
87.50	106.50	6	3.50
106.50	114.00	6	5.00

Effective October 9, 1946

Effective October 9, 1946

EXHIBIT B

Wage Group Number 7

Building Servicemen

Supplies Handler

Maximum Rate Class I Towns - \$104.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$85.50	\$90.50	6	\$2.50
	\$90.50	\$95.50	6	3.00
	\$95.50	\$100.50	6	4.00
	\$100.50	\$105.50	6	3.50
	\$105.50	\$110.50	6	4.50
	\$110.50	\$115.50	6	3.50

Maximum Rate Class II Towns - \$107.50 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$85.50	\$90.50	6	\$2.50
	\$90.50	\$95.50	6	3.00
	\$95.50	\$100.50	6	3.50
	\$100.50	\$105.50	6	4.50
	\$105.50	\$110.50	6	3.50

Maximum Rate Class III - IV Towns - \$105.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$89.50	6	\$2.00
	\$89.50	\$94.50	6	3.00
	\$94.50	\$99.50	6	3.50
	\$99.50	\$104.50	6	4.50
	\$104.50	\$109.50	6	3.00

Effective October 9, 1968.

Maximum Rate Class V Towns - \$104.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$89.50	6	\$2.00
	\$89.50	\$94.50	6	2.50
	\$94.50	\$99.50	6	3.00
	\$99.50	\$104.50	6	4.00
	\$104.50	\$109.50	6	2.00

Maximum Rate Class VI Towns - \$106.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$82.50	\$87.50	6	\$1.50
	\$87.50	\$92.50	6	2.00
	\$92.50	\$97.50	6	2.50
	\$97.50	\$102.50	6	4.00
	\$102.50	\$107.50	6	2.50

B-17

EXHIBIT B

Wage Group Number 8
Equipment Cleaner

Maximum Rate Class I Towns - \$105.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$85.50	\$92.50	6	\$2.50
	93.00	97.00	6	4.00
	97.00	100.00	6	3.00
	100.00	105.00	6	5.00

Maximum Rate Class II Towns - \$103.50 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$85.50	\$92.50	6	\$2.50
	93.00	94.00	6	1.00
	94.00	103.50	6	4.50

Maximum Rate Class III - IV Towns - \$101.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$88.50	6	\$2.00
	88.50	91.00	6	2.50
	91.00	94.00	6	3.00
	94.00	97.50	6	3.50
	97.50	101.50	6	4.00

Effective October 9, 1946

C-1

B-18

Maximum Rate Class V Towns - \$101.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$84.50	\$90.50	6	\$2.00
	90.50	94.50	6	3.00
	94.50	101.00	6	4.50

Maximum Rate Class VI Towns - \$99.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$82.50	\$84.00	6	\$1.50
	84.00	85.00	6	1.00
	85.00	87.50	6	1.50
	87.50	93.00	6	2.00
	93.00	94.00	6	2.50
	94.00	96.00	6	4.00
	96.00	99.00	6	2.00

Effective October 9, 1946

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B-20

Maximum Rate Class VI Towns - \$100.00 Week

	Months Interval		Amount at Each Interval
	From	To	
Min.	\$22.00	\$94.00	\$1.50
	\$24.00	\$96.00	2.00
	\$26.00	\$98.00	2.50
	\$28.00	\$100.00	3.00
	\$30.00		3.50
	\$32.00		4.00

B-19

EXHIBIT B

Wage Group Number 9

Building Custodian
Window Washer

Laborer

Maximum Rate Class I Towns - \$102.50 Week

	Months Interval		Amount at Each Interval
	From	To	
Min.	\$85.50	\$93.00	\$2.50
	\$93.00	\$97.00	4.00
	\$97.00	\$102.50	5.50

Maximum Rate Class II Towns - \$101.00 Week

	Months Interval		Amount at Each Interval
	From	To	
Min.	\$85.50	\$93.00	\$2.50
	\$93.00	\$96.00	3.00
	\$96.00	\$101.00	5.00

Maximum Rate Class III - IV Towns - \$98.00 Week

	Months Interval		Amount at Each Interval
	From	To	
Min.	\$84.50	\$90.50	\$2.00
	\$90.50	\$93.50	3.00
	\$93.50	\$98.00	5.50

Maximum Rate Class V Towns - \$95.50 Week

	Months Interval		Amount at Each Interval
	From	To	
Min.	\$84.50	\$88.50	\$2.00
	\$88.50	\$90.00	1.50
	\$90.00	\$93.00	2.00
	\$93.00	\$95.50	3.50

Effective October 9, 1966

Effective October 9, 1965

EXHIBIT B

Wage Group Number 10

Office Boy

Maximum Rate Class I - III - IV Tones - \$77.50 Week

	From	To	Months Interval	Amount at Each Interval
M.L.	\$72.50	\$77.50	4	\$1.00

Maximum Rate Class V Tones - \$78.50 Week

	From	To	Months Interval	Amount at Each Interval
M.L.	\$71.50	\$78.50	4	\$1.00

EXHIBIT B

Wage Group Number 14

Central Office Clerk
District Office Clerk
Employee Records Clerk
Inventory Clerk
Inspection Clerk
Repair Clerk

Service Clerk
Service Order Clerk
Staff Clerk
Stenographer
Supply Disbursements Clerk

Maximum Rate Class 1 Tones - \$102.00 Week

	From	To	Months Interval	Amount at Each Interval
M.L.	\$72.50	\$73.50	6	\$1.00
	\$73.50	\$74.50	6	2.00
	\$74.50	\$75.50	6	2.00
	\$75.50	\$76.50	6	2.50
	\$76.50	\$77.50	6	2.50
	\$77.50	\$78.50	6	2.50

Maximum Rate Class 2 Tones - \$103.50 Week

	From	To	Months Interval	Amount at Each Interval
M.L.	\$73.50	\$73.50	6	\$1.00
	\$73.50	\$74.50	6	2.50
	\$74.50	\$75.50	6	2.50
	\$75.50	\$76.50	6	2.50
	\$76.50	\$77.50	6	2.50
	\$77.50	\$78.50	6	4.00
	\$78.50	\$79.50	6	10.00

Effective October 9, 1966

Effective October 9, 1966

EXHIBIT B
SCHEDULE APPLICABLE ONLY IN WEST CHICAGO - ILLINOIS
DISTRIBUTING HOUSE

		Stenographer	
From	To	Months Interval	Amount at Each Interval
\$71.00	\$75.50	6	\$1.00
71.00	77.00	6	1.50
71.00	78.00	6	1.50
71.00	79.50	6	2.50
71.00	82.00	6	2.50
71.00	84.00	6	2.50
71.00	86.00	6	4.00
71.00	93.00	6	10.00

Maximum Rate - \$103.00 Week

Maximum Rate Class 3 Towns - \$89.50 Week

From	To	Months Interval	Amount at Each Interval
\$69.00	\$71.00	6	\$1.00
71.00	73.50	6	2.50
73.50	77.50	6	3.00
77.50	80.50	6	3.00
80.50	86.50	6	3.00
86.50	92.50	6	10.00

Maximum Rate Class 4 Towns - \$94.50 Week

From	To	Months Interval	Amount at Each Interval
\$67.50	\$71.50	6	\$1.00
71.50	77.00	6	2.00
77.00	82.00	6	2.00
82.00	86.00	6	2.00
86.00	96.50	6	10.50

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Maximum Rate Class 4 Towns - \$82.00 Week

From	To	Months Interval	Amount at Each Interval
\$71.00	\$71.00	6	\$1.00
\$71.00	\$71.00	6	1.00
\$71.00	\$71.00	6	2.00
\$71.00	\$71.00	6	3.00
\$71.00	\$71.00	6	4.00

B-25

EXHIBIT B

Wage Group Number 15

Special Typist
Supplies Order Taker

Maximum Rate Class 1 Towns - \$64.00 Week

From	To	Months Interval	Amount at Each Interval
\$73.00	\$73.00	6	\$1.00
\$73.00	\$73.00	6	2.00
\$73.00	\$73.00	6	3.00
\$73.00	\$73.00	6	4.00

Maximum Rate Class 2 Towns - \$67.00 Week

From	To	Months Interval	Amount at Each Interval
\$71.00	\$71.00	6	\$1.00
\$71.00	\$71.00	6	1.50
\$71.00	\$71.00	6	2.00
\$71.00	\$71.00	6	2.50
\$71.00	\$71.00	6	3.00

Maximum Rate Class 3 Towns - \$62.00 Week

From	To	Months Interval	Amount at Each Interval
\$62.00	\$62.00	6	\$1.00
\$62.00	\$62.00	6	1.50
\$62.00	\$62.00	6	2.00
\$62.00	\$62.00	6	2.50
\$62.00	\$62.00	6	3.00

Effective October 9, 1968

Effective October 9, 1968

B-26

EXHIBIT B

Wage Group Number 16

Print Trimmer
 Clerk-Typist
 Mail Clerk-Distribution
 Typist
 Correspondence File Clerk
 Photographic Clerk

Maximum Rate Class 1 Towns - \$94.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$73.50	\$81.50	6	\$1.00
		\$83.50	6	1.00
		\$87.00	6	2.00
		\$94.00	6	7.00

Maximum Rate Class 2 Towns - \$92.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$73.50	\$82.50	6	\$1.00
		\$85.50	6	2.00
		\$92.00	6	6.50

Maximum Rate Class 3 Towns - \$88.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$68.00	\$71.00	6	\$1.00
		\$75.00	6	1.50
		\$81.50	12	2.00
		\$88.00	12	8.50

Maximum Rate Class 4 Towns - \$85.00 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$67.50	\$71.50	6	\$1.00
		\$75.50	6	1.50
		\$82.00	12	2.00
		\$85.00	12	7.00

Effective October 9, 1946

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EXHIBIT B

SCHEDULE APPLICABLE ONLY IN WEST CHICAGO - ILLINOIS

DISTRIBUTING HOUSE

Supplies Order Taker

Reports Clerk
 Special Typist

Maximum Rate - \$94.50 Week

	From	To	Months Interval	Amount at Each Interval
Min.	\$72.50	\$75.50	6	\$1.00
		\$78.50	6	1.50
		\$81.50	6	2.00
		\$84.50	6	2.50
		\$94.50	6	7.50

Effective October 9, 1946

85-011

EXHIBIT A

Wage Group Number 17

...: File Clerk

Maximum Rate Class 1 Towns - \$80.00

Min.	From	To	Months Interval	Amount at Each Interval
\$12.50		\$12.50	6	\$1.00
75.00		81.50	9	1.00
81.50		83.50	9	2.00
83.50		90.00	9	6.50

Maximum Total Class 2 Tonnage - \$22.00 Week

Min.	From	To	Months Interval	Amount at Each Interval
	\$75.50	\$75.50	6	\$1.00
	75.50	76.50	6	1.00
	76.50	77.50	6	1.00
	77.50	78.50	12	6.00

Maximum Rate Class 3 Tonnage - \$34.50 Week

From	To	Months Interval	Amount at Each Interval
\$65.00	\$70.00	6	\$1.00
70.00	75.00	6	1.00
75.00	80.00	6	1.00
80.00	85.00	6	1.00
85.00	90.00	6	1.00
90.00	95.00	6	1.00
95.00	100.00	6	1.00
100.00	105.00	6	1.00
105.00	110.00	6	1.00
110.00	115.00	6	1.00
115.00	120.00	6	1.00
120.00	125.00	6	1.00
125.00	130.00	6	1.00
130.00	135.00	6	1.00
135.00	140.00	6	1.00
140.00	145.00	6	1.00
145.00	150.00	6	1.00
150.00	155.00	6	1.00
155.00	160.00	6	1.00
160.00	165.00	6	1.00
165.00	170.00	6	1.00
170.00	175.00	6	1.00
175.00	180.00	6	1.00
180.00	185.00	6	1.00
185.00	190.00	6	1.00
190.00	195.00	6	1.00
195.00	200.00	6	1.00
200.00	205.00	6	1.00
205.00	210.00	6	1.00
210.00	215.00	6	1.00
215.00	220.00	6	1.00
220.00	225.00	6	1.00
225.00	230.00	6	1.00
230.00	235.00	6	1.00
235.00	240.00	6	1.00
240.00	245.00	6	1.00
245.00	250.00	6	1.00
250.00	255.00	6	1.00
255.00	260.00	6	1.00
260.00	265.00	6	1.00
265.00	270.00	6	1.00
270.00	275.00	6	1.00
275.00	280.00	6	1.00
280.00	285.00	6	1.00
285.00	290.00	6	1.00
290.00	295.00	6	1.00
295.00	300.00	6	1.00
300.00	305.00	6	1.00
305.00	310.00	6	1.00
310.00	315.00	6	1.00
315.00	320.00	6	1.00
320.00	325.00	6	1.00
325.00	330.00	6	1.00
330.00	335.00	6	1.00
335.00	340.00	6	1.00
340.00	345.00	6	1.00
345.00	350.00	6	1.00
350.00	355.00	6	1.00
355.00	360.00	6	1.00
360.00	365.00	6	1.00
365.00	370.00	6	1.00
370.00	375.00	6	1.00
375.00	380.00	6	1.00
380.00	385.00	6	1.00
385.00	390.00	6	1.00
390.00	395.00	6	1.00
395.00	400.00	6	1.00
400.00	405.00	6	1.00
405.00	410.00	6	1.00
410.00	415.00	6	1.00
415.00	420.00	6	1.00
420.00	425.00	6	1.00
425.00	430.00	6	1.00
430.00	435.00	6	1.00
435.00	440.00	6	1.00
440.00	445.00	6	1.00
445.00	450.00	6	1.00
450.00	455.00	6	1.00
455.00	460.00	6	1.00
460.00	465.00	6	1.00
465.00	470.00	6	1.00
470.00	475.00	6	1.00
475.00	480.00	6	1.00
480.00	485.00	6	1.00
485.00	490.00	6	1.00
490.00	495.00	6	1.00
495.00	500.00	6	1.00
500.00	505.00	6	1.00
505.00	510.00	6	1.00
510.00	515.00	6	1.00
515.00	520.00	6	1.00
520.00	525.00	6	1.00
525.00	530.00	6	1.00
530.00	535.00	6	1.00
535.00	540.00	6	1.00
540.00	545.00	6	1.00
545.00	550.00	6	1.00
550.00	555.00	6	1.00
555.00	560.00	6	1.00
560.00	565.00	6	1.00
565.00	570.00	6	1.00
570.00	575.00	6	1.00
575.00	580.00	6	1.00
580.00	585.00	6	1.00
585.00	590.00	6	1.00
590.00	595.00	6	1.00
595.00	600.00	6	1.00
600.00	605.00	6	1.00
605.00	610.00	6	1.00
610.00	615.00	6	1.00
615.00	620.00	6	1.00
620.00	625.00	6	1.00
625.00	630.00	6	1.00
630.00	635.00	6	1.00
635.00	640.00	6	1.00
640.00	645.00	6	1.00
645.00	650.00	6	1.00
650.00	655.00	6	1.00
655.00	660.00	6	1.00
660.00	665.00	6	1.00
665.00	670.00	6	1.00
670.00	675.00	6	1.00
675.00	680.00	6	1.00
680.00	685.00	6	1.00
685.00	690.00	6	1.00
690.00	695.00	6	1.00
695.00	700.00	6	1.00
700.00	705.00	6	1.00
705.00	710.00	6	1.00
710.00	715.00	6	1.00
715.00	720.00	6	1.00
720.00	725.00	6	1.00
725.00	730.00	6	1.00
730.00	735.00	6	1.00
735.00	740.00	6	1.00
740.00	745.00	6	1.00
745.00	750.00	6	1.00
750.00	755.00	6	1.00
755.00	760.00	6	1.00
760.00	765.00	6	1.00
765.00	770.00	6	1.00
770.00	775.00	6	1.00
775.00	780.00	6	1.00
780.00	785.00	6	1.00
785.00	790.00	6	1.00
790.00	795.00	6	1.00
795.00	800.00	6	1.00
800.00	805.00	6	1.00
805.00	810.00	6	1.00
810.00	815.00	6	1.00
815.00	820.00	6	1.00
820.00	825.00	6	1.00
825.00	830.00	6	1.00
830.00	835.00	6	1.00
835.00	840.00	6	1.00
840.00	845.00	6	1.00
845.00	850.00	6	1.00
850.00	855.00	6	1.00
855.00	860.00	6	1.00
860.00	865.00	6	1.00
865.00	870.00	6	1.00
870.00	875.00	6	1.00
875.00	880.00	6	1.00
880.00	885.00	6	1.00
885.00	890.00	6	1.00
890.00	895.00	6	1.00
895.00	900.00	6	1.00
900.00	905.00	6	1.00
905.00	910.00	6	1.00
910.00	915.00	6	1.00
915.00	920.00	6	1.00
920.00	925.00	6	1.00
925.00	930.00	6	1.00
930.00	935.00	6	1.00
935.00	940.00	6	1.00
940.00	945.00	6	1.00
945.00	950.00	6	1.00
950.00	955.00	6	1.00
955.00	960.00	6	1.00
960.00	965.00	6	1.00
965.00	970.00	6	1.00
970.00	975.00	6	1.00
975.00	980.00	6	1.00
980.00	985.00	6	1.00
985.00	990.00	6	1.00
990.00	995.00	6	1.00
995.00	1000.00	6	1.00

Effective October 9, 1993

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EXHIBIT A

Wages Group Number 18

Building Service Attendant Leader
Building Service Attendant

Maximum Time per hour	Turn Classification			
	Class 1	Class 2	Class 3	Class 4
Rolling Service Attendant Tender	3.07			
Rolling Service Attendant	1.87	1.87	1.675	1.515

Effective October 9, 1966

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Town Classifications - Wage Groups 14 to 18 Exclusive

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Class 1

Chicago

Class 2

Alsip	Downers Grove	Harvey	Ever Grove
Arlington Heights	East Chicago	Highland Park	Rock
Bellwood	Elk Grove	LaGrange	Summit
Blue Island	Elmhurst	Libertyville	Waukegan
Cabaret City	Frankston	Lombard	Wheaton
Chicago Heights	Gary	Morton Grove	Whiting
Cicero	Hammond	Oak Lawn	Wilmette
		Oak Park	Winnetka

Class 3

Alton	Champaign	Joliet	Rock Island
Antioch	Danville	Moline	Springfield
Aurora	Decatur	Peoria	West Chicago
Barrington	Elgin	Rockford	Woodstock
Canton	Galesburg		

Class 4

Beardstown	Edwardsville	Morris	Stirling
Cairo	Kankakee	Ottawa	Vanalia
Centerville	LaSalle	Quincy	Watson
Collinsville	Mt. Vernon		

* See schedules applicable to employees in the West Chicago - Illinois Distributing House for Stenographer, Supplies Order Taker, Reports Clerk and Special Typist in list of Wage Groups 14 and 15.

Effective October 6, 1946

G. C. Exh. 11

CHECK LIST FOR HANDLING GRIEVANCES

It will be well to bear in mind that sometimes problems can be solved before they become grievances by predicting what reaction might be anticipated in a given situation. By explaining the reasons for the action, selling the fairness of the decision and trying to get the employee to understand why, the cause for a grievance may be eliminated.

When a grievance is presented, here are some ideas on suggested procedure and discussion which may be helpful:

1. *Hear the Grievance*

Let the grievant talk.

Don't interrupt, except to ask clarifying questions.

Give him the courtesy of a fair hearing.

Keep your temper.

Make notes for further reference.

Find out all you can about the problem.

Determine, through discussion, if there is an underlying cause for the grievance which does not appear on the surface.

If the grievant does not refer to it, be sure to ask what part of the Agreement is alleged to have been violated.

Draw out all facts the grievant can give about the complaint.

2. *Decide whether you can give your answer now or whether you should postpone your decision until you have had more time to consider.*

If you are sure of your decision, give the answer now. If you allow the grievance back down gracefully. See no. 5.

Explain why you must deny the grievance.

If the grievant is not satisfied, and says he'll appeal it, acknowledge that that is his privilege under the Agreement.

Give your supervisor all the facts, so he can be ready for the appeal, if it is processed.

G. C. EXH. 12

UNION AND PERSONNEL PROBLEMS

It would be worthwhile to consider what we might do to help field supervision who are confronted with Union and personnel problems. This opinion is prompted by personnel cases, grievances, and even arbitration cases which have occurred in the past year or more. Perhaps a clearer understanding of field supervision's role as members of management, and a knowledge of techniques and personnel consideration would help make them feel more secure and effective in their day-to-day personnel operations.

It is realized that most personnel cases are detected and resolved. However, there is some evidence that others are identified but tolerated, either covered up by sympathetic but misguided supervisors, or else allowed to exist because they are recognized as problems of long standing and their solution seems too difficult to achieve.

Perhaps where the latter situation prevails, field people are unduly influenced by similar cases where corrective measures may have been attempted or taken; but in the events which followed, the employee was reinstated because of facts or data which, later uncovered, placed management in an untenable position. Where reversals have taken place and those who were directly concerned with the initial action were not later acquainted with the reasons for reversal, we may have unwittingly created additional problems within our own management ranks.

To illustrate these points we have cases where:

1. Employee was dismissed for some infringement of Company policy, but later reinstated with or without a service break.
2. Disciplinary action taken, but later overruled where other controlling factors were introduced at a later date which negated the justification for the penalty inflicted.

3. Action taken but not supported by higher levels which resulted in "burying" the case thereby conditioning a "to hell with it" attitude on similar situations in the future. Where failure to follow through was a factor, it may have been caused by a lack of understanding of management's responsibilities and prerogatives, a fear of involvement with the Union, etc.

After the identification of a personnel problem, it is essential that we build up a case step by step to insure a satisfactory conclusion, a correction of weaknesses or faults, or a separation from the payroll—other measures having failed. In processing these cases it is imperative and essential that:

(a) We get all the facts. This does not presuppose that a statement or allegation by a management person is in itself a fact. Allegations must and should be supported by something more than an individual's opinion or judgment.

(b) We must consider all the facts, not only those which support the action we desire to take. Mitigating circumstances not brought out, or factual data deliberately withheld but introduced later, places management in a embarrassing position, causes it to lose prestige while at the same time enhances the status of the Union in the eyes of its membership. The Union's basic function is to defend its people, and we recognize that this is a legitimate objective. However, we should not build up the Union's image through our own inept handling of such cases.

(c) Disciplinary action must be taken where it is warranted but only after sober consideration has been given. It is difficult to completely eliminate emotions, but we must all be aware that emotions unchecked precipitate actions and decisions which may later be found to be improper.

In all instances we must take time out to reflect on all facets of the problem. There are no instances where we should summarily discharge people. In an extreme case we can even go to the extent of having people physically

removed from the premises. We can best maintain our position through the use of suspension as opposed to dismissal. The value in this approach is that we secure the psychological effect of outright dismissal—the employee is inclined to think the worse. Suspension gives us time, time to recheck facts and minimize the extent to which emotions may have influenced judgment.

Where this reflection justifies the original judgment, dismissal may follow and in most instances will stand. If not, we can mete discipline and return the employee to the payroll at a later date in no way impairing our status as management people. Familiarity with our obligations under the Agreement will also do much to insure the success of the action we decide to take.

The above thoughts are set down more as a basis for thinking and consideration rather than for communicating to line management people at this time.

The subject calls for much deliberation as to type of approach we ought to develop to get these views across without having our motives misunderstood. It is not our intention to indulge in a witch hunt, but rather to give our management people a clear understanding of their responsibilities and prerogatives as management people; and, the techniques and assistance available to them in solving perhaps our most difficult problems—personnel problems.

8-14-62

GENERAL COUNSEL'S EXHIBIT No. 13

UNION ELIGIBLES
TOTAL, SYSTEM COUNCIL TV

JAN 1968	TOTAL MALE	10620
	TOTAL FEMALE	<u>1325</u>
		11945

JAN. 1970	TOTAL MALE	11825
	TOTAL FEMALE	<u>1591</u>
		13416

PBX (LOCAL 13V) CHICAGO + SUBURBAN

		SUBURBAN	CHICAGO
JAN 1968	CRAFT	469	968
	FOREMAN	<u>43</u>	<u>119</u>
	TOTAL	512	1087

JAN 1970	CRAFT	600	1118
	FOREMAN	<u>75</u>	<u>142</u>
	TOTAL	675	1260

TOTAL COMPANY MANAGEMENT
IF AND ABOVE

JAN 1968	9379
JAN 1970	10544

GENERAL COUNSEL'S EXHIBIT No. 14

6 union contracts

TRAFF	CHICAGO STA+SUB.
COML	CHICAGO STA+SUB
PLANT	ZBEW
COMPT.	IBEW

Management people scheduling

1 E and 1 F
SCH. 6.

CLERICAL.

DIV AND DEPT SECT.

1968- 8208
1970 = 9107.

July 1, 1969

ILLINOIS BELL TELEPHONE COMPANY
MAXIMUM RATES PER MONTH AND JOB STATUS CODES FOR PLANT & SWITCHING DEPARTMENT PERSONNEL
AND CERTAIN RELATED ROYALTIES

Title	Second Shift 6 or 8	Class I Towns		Class II Towns		Class III Towns		Class IV Towns	
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
General Foreman	"	\$18.95	(36)	\$14,040	-	-	-	-	-
Building Cable Foreman	"	117.0	(36)	3,358	-	-	-	-	-
PBX Installation Foreman	"	"	"	"	-	-	-	-	-
Division Construction Clerk	"	117.0	(36)	3,358	\$197.50 (36)	\$14,730	\$107.50 (36)	\$14,730	-
Building Repair Foreman	"	117.0	(36)	3,358	\$197.50 (36)	\$14,730	\$107.50 (36)	\$14,730	-
Central Office Foreman	"	"	"	"	-	-	-	-	-
Control Center Foreman	"	"	"	"	-	-	-	-	-
Drawing Room Foreman	"	"	"	"	-	-	-	-	-
Electrically Training Foreman	"	"	"	"	-	-	-	-	-
Mechanical Repair Foreman	"	"	"	"	-	-	-	-	-
Lane Foreman	"	"	"	"	-	-	-	-	-
PBX Foreman	"	"	"	"	-	-	-	-	-
Plant Assignment Foreman	"	"	"	"	-	-	-	-	-
Plant Service Foreman	"	"	"	"	-	-	-	-	-
Splicing Foreman	"	"	"	"	-	-	-	-	-
Station Installation Foreman	"	"	"	"	-	-	-	-	-
Test Center Foreman	"	120.0	(36)	3,600	-	-	-	-	-
Building Inspector	"	120.0	(36)	3,600	\$199.00 (36)	\$14,688	\$75.00 (36)	\$14,688	-
Supplies Foreman	"	120.0	(36)	3,600	\$199.00 (36)	\$14,688	\$75.00 (36)	\$14,688	-
Building Service Foreman	"	120.0	(36)	3,600	\$199.00 (36)	\$14,688	\$75.00 (36)	\$14,688	-
Motor Service Foreman	"	"	"	"	-	-	-	-	-

Class I Towns

Ally, Astoria, Arlington Heights, Barrington, Bellwood, Blue Island,
Calumet City, Chicago, Chicago Heights, Glenview, Green Point, Deerfield,
Doveras Grove, East Chicago, Elk Grove, Klamart, Evanston, Gary, Glencoe,
Glen Ellyn, Glenview, Grays Lake, Hammond, Harvey, Highland, Highland Park,
Melrose Park, Bensenville, Lake Forest, Lansing, Libertyville, Lombard,
Northbrook, Oak Brook, Oak Park, Palatine, Riverdale, Rosemont,
Schaumburg, Skokie, Summit, Vanhook, West Chicago, Wheaton, Wheeling, White-
Haven, Winnetka.

Class II Towns

Akron, Aurora, Canton, Crystal Lake, Dundee, Elgin, Geneva, Joliet, La Grange,
Lockport, Moline, Naperville, New Lenox, Peoria, Plainfield, Wood Dale,

Class III Towns

Crestline, Chicago, Collinsville, Danville, Decatur,
East Moline, Mount Morris, Rockford, St. Charles, Urbana,
Marengo, Mt. Vernon, Ottawa, Quincy, Rockford, Rock Island,
Springfield, Sterling.

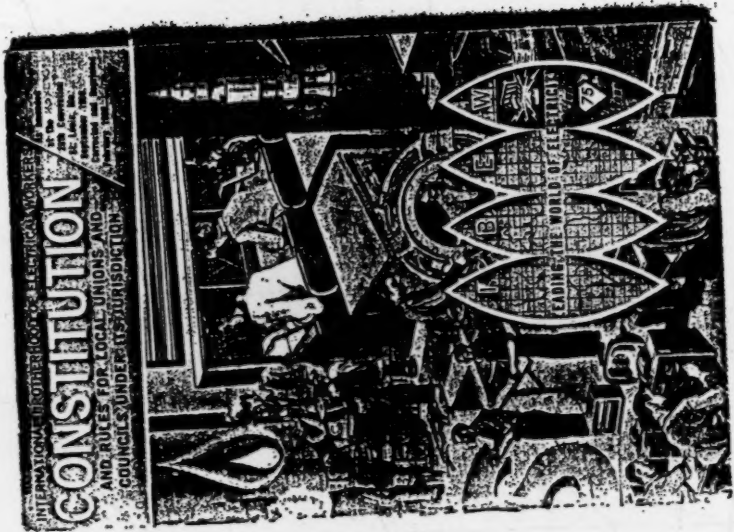
Class IV Towns

Barrington, Berwyn, Calumet, Oak Ridge, Oakdale, O'Fallon,
Stam, Tipton, Forrest, Oakton, Oaktonburg, Oakton, Olathe,
Olathe, Gilman, Glenview, Kenosha, Lisle, Madison, Metairie,
Madisonville, Metairie, Metairie, Metairie, Metairie, Metairie, Metairie,

Job Status Codes
 - Second Shift
 () - Third and Fourth Shifts

Job Status Codes
 1 - Second Shift
 () - Third and Fourth Shift

July 1, 1969



* * * *

ARTICLE XXII

ADMISSION OF MEMBERS

* * * *

Sec. 2. Each applicant for membership shall fill out an application blank furnished or approved by the I.S., and answer all questions. The original application or a copy must be sent to the I.S.

Sec. 3. The acceptance of an application for membership, and the admission of the applicant into any L.U. of the I.B.E.W., constitutes a contract between the member, the L.U. and the I.B.E.W., and between such member and all other members of the IBEW

Sec 4. Each applicant admitted, shall, in the presence of members of the I.B.E.W., repeat and sign the following obligation:

"I,, in the
(Give name)

presence of members of the International Brotherhood of Electrical Workers, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W. and its local unions. I will further the purposes for which the I.B.E.W. is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner."

Sec. 5. The obligation card signed by the applicant shall be sent to the I.S.

The L.U. shall have each applicant, except as provided in Section 10 of this article, take the obligation before a regular meeting, or if it so decides, this may be done outside the regular meeting in the presence of the president or the vice president or the recording secretary.

* * * *

ARTICLE XXVI

WITHDRAWAL CARDS—PARTICIPATING
AND HONORARY

* * * *

Sec. 5. The validity of any withdrawal card shall be dependent upon the good conduct of the member. It can be annulled by any L.U. or by the I.P. for violation of the laws of the I.B.E.W., or the bylaws and rules of any L.U., or for working with or employing non-members of the I.B.E.W. to perform electrical work, or for any action of the holder detrimental to the interests of the I.B.E.W. Membership in the I.B.E.W. is automatically terminated upon annulment of any withdrawal card.

A member on a withdrawal card may be subject to charges, trial and appropriate penalty in accordance with provisions of the Constitution.

ARTICLE XXVII

MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(1) Resorting to the courts for redress of any injustice which he may believe has been done him by the I.B.E.W. or any of its L.U.'s without first making use, for at least a four-month period, of the process available to him under the I.B.E.W. Constitution including any appeal or appeals from any decision against him.

(2) Urging or advocating that a member, or any L.U., start action in a court of law against the

I.B.E.W., or any of its officers, or against a L.U. or any of its officers, without first exhausting all remedies through all the courts of the I.B.E.W.

(3) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U.

(4) Having knowledge of the violation of any provision of this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U.

(5) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.

(6) Advocating or attempting to bring about a withdrawal from the I.B.E.W. of any L.U. or of any member or group of members.

(7) Publishing or circulating among the membership, or among L.U.'s, false reports or misrepresentation.

(8) Sending letters or statements, anonymous or otherwise, or making oral statements, to public officials or others which contain untruths about, or which misrepresent a L.U., its officers or representatives, or officers or representatives of the I.B.E.W.

(9) Creating or attempting to create dissension or dissension among any of the members or among L.U.'s of the I.B.E.W.

(10) Working in the interest of any organization or cause which is detrimental to, or opposed to, the I.B.E.W.

(11) Slandering or otherwise wronging a member of the I.B.E.W. by any wilful act or acts.

(12) Entering or being present at any meeting of

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a L.U., or its Executive Board, or any committee meeting, while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(13) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language, creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(14) Making known the business of a L.U. to persons not entitled to such knowledge.

(15) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(16) Attending or participating in any gathering or meeting whatsoever for the purpose of advocating dual unionism, secession, schism, unauthorized work stoppages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(17) Mailing, handing out, or posting cards, handbills, letters, marked ballots, or displaying streamers, banners, signs or anything else of a violent, fraudulent, or libelous nature, or being a party in any way to such act in an effort to induce members to vote for or against any candidate or candidates for L.U. office, or candidates to conventions.

(It shall not be considered an offense when a L.U. mails out—or posts in a conspicuous place—a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind—except that the word "SAMPLE" shall appear prominently across the face of the ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

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gates to the I.C. or being connected with any fraud in voting during the I.C.

(23) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above-named offenses may be assessed or suspended, or both, or expelled.

In case of conviction of violation of subsection (1) above, the member may be assessed an amount equal to the reasonable attorneys' fees and costs incurred by the I.B.E.W. or L.U. as a result of said violation in addition to, or in lieu of, any other penalty.

If an officer or representative of a L.U., is convicted of any one or more of the above-named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

In case of conviction of violation of subsection (1) above, the officer or representative may be assessed an amount equal to the reasonable attorneys' fees and costs incurred by the I.B.E.W. or L.U. as a result of said violation in addition to, or in lieu of, any other penalty.

Every member, officer, Local Union, Railroad Council, System Council or other subordinate body shall be obliged to exhaust all remedies provided for in this Constitution, including all available appeals, before starting an action in a court of law against the I.B.E.W., L.U. or other subordinate body.

The initials "L.U.'s," as used throughout this article, shall include Railroad Councils, System Councils and other subordinate bodies where applicable.

Charges and Trials

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by

(A) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for L.U. office, together with a factual record of activities within the L.U., committee assignments; performed, offices held and experience gained for and in behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Committee.

(B) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVIII, Section 20.

(18) Soliciting advertising for yearbooks, programs, etc., when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International officers appear in such matter without consent of the I.P. Any member, any officer or representative of any L.U. or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(19) Failure to install or do his work in a safe, workmanlike manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(20) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(21) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.

(22) Wilfully committing fraud in connection with obtaining or furnishing credentials for dele-

the L.U. Executive Board which shall act as the trial board, in accordance with Article XIX. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases, as provided in Articles IV and IX.)

Sec. 3. All charges against a member or members must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules, or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within 30 days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than 45 days from the date the charges were filed. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair or impartial trial. He must, upon request, be allowed an I.B.E.W. member to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if

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any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right of appeal to the I.V.P., then to the I.P., then to the I.E.C. and then to the I.G. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so, and it shall do so when directed by the I.V.P. or I.P.

Sec. 7. If the accused wilfully fails to stand trial—or attempts to evade trial—the trial board shall proceed to hear and determine the case just as though the accused were present.

Trials of Officers and Representatives

Sec. 8. All charges against an officer or representative of a L.U. must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within 30 days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved. However, if such charges are against an officer or representative of a railroad L.U., or an officer, general chairman or representative of a Railroad Council,

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these shall be filed with the I.V.P. in charge of railroad matters.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases, as provided in Articles IV and IX.)

Sec. 9. The I.V.P. shall pass upon and determine such case or cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within 30 days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review, decision and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when there is new evidence or testimony, facts or circumstances, which he feels are sufficient to justify such being done.

Appeals

Sec. 12. Any member who claims an injustice has been done him by any L.U. or trial board, or by any Railroad Council, may appeal to the I.V.P. any time within 45 days after the date of the action complained of. If the appeal is from an action of a railroad local union, or a Railroad Council, it must go to the I.V.P. in charge of railroad matters.

A copy of any appeal must be filed with the L.U. or with the Railroad Council, as the case may be.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first

paid the assessment, which he can do under protest. When the assessment exceeds \$25, payments of not less than \$20 in monthly installments must be made. The first monthly installment must be made within 15 days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P. or from the I.P. or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the convention, to be considered, must be made within 30 days from the date of the decision appealed from. (Appeals to the I.E.C. and to conventions must be filed with the I.S.) If no appeal is made within 30 days from the date that any decision is rendered, such decision shall be considered final.

Sec. 17. Any member penalized or otherwise disciplined for an offense may appeal.

Sec. 18. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which decision has been rendered, they may submit this within 30 days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

FD-503 (Rev. 1-1-67)

ILLINOIS Bell TELEPHONE COMPANY
REPORT OF EMPLOYEE LEAVING SERVICE
Forward original copy to employment

Regular Full Time	<input checked="" type="checkbox"/>
Regular Part Time	<input type="checkbox"/>
Temporary Full Time	<input type="checkbox"/>
Temporary Part Time	<input type="checkbox"/>

Area ChicagoDepartment Plant Division CentralTrade Construction Office

Resigned	<input checked="" type="checkbox"/>
Dismissed	<input type="checkbox"/>
Left Co. After	<input type="checkbox"/>
Left Co. Before	<input type="checkbox"/>
Dismissed	<input type="checkbox"/>
Left Co.	<input type="checkbox"/>
Other	<input type="checkbox"/>
Work Completed	<input type="checkbox"/>

(Job) Buyer Covington, Darryl None None None

Name Address 9421 S. Bishop (60620) 239-1854 Date of 7-26-49

Date Wkds. Cdb. Appr. Group or #9 Date Last 6-30-69 NC1 Date 6-30-69 Payroll C-119

S.S. No. 344-12-1806 Rate of \$98.00 Wk. Hours of 40 Last Date Worked 2-19-70 Previous Service Yes ☐ No ☐

Date of Matter 2-19-70 Date Last Effective 2-19-70 WEP Accept. Occasional Work ☐ Temporary ☐

Re-employment Recommended Yes ☐ No ☒ If No State Reason (See attached)

See Classified An (Check Appropriate Reason) **FOR Code 20**

REASON	FOR Code
Pay	10
Type of Work	11
Clear Employment - Reasons	12
Hours	
Training	<input type="checkbox"/>
Supervision	<input type="checkbox"/>
Lack of Opportunity	<input type="checkbox"/>
Transportation	<input type="checkbox"/>
Work Conditions	<input type="checkbox"/>
Health	13
Home Duties	14
Maturity	<input type="checkbox"/>
Care of Family	<input type="checkbox"/>
Leave City	15
Family Moving	<input type="checkbox"/>
Returning Home	<input type="checkbox"/>
Joining Husband	<input type="checkbox"/>
Other	<input type="checkbox"/>
Marriage	16
Return to School	17
Other Non-Employment Reason	18
Left Without Giving Notice	<input type="checkbox"/>
Refused Work on Leave	19

REASON	FOR Code
Attendance	20
Work	21
Other Reasons	22
Dismissed While on Leave of Absence	23
OTHER LEAVES	
To Payroll Number () Same Department & Area	
To Payroll Number () Another Area ()	
To Payroll Number () To Another Department ()	
To Another Bell System Company ()	
To Another Bell System While on Leave Ltd.	24
Dismissed	25
Dismissed While on Leave of Absence	26
Left Off	27
Retired - Service Pension	28
Retired - Disability Pension	29
Retired - Without Pension	30
Retired - Other Reason	31
Work Completed	32
TO LEAVE OF ABSENCE	
Home Rules	33
Maturity	34
Medical	35
Other Reason	36

Employee Evaluation At Time Of Last Work for Retired or Dismissed

CHECK APPROPRIATE SPACES

	EXCEL- LENT	GOOD	AIR	UNSATIS- FACTORY	REMARKS
Job Performance			<input checked="" type="checkbox"/>		
Ability			<input checked="" type="checkbox"/>		
Health			<input checked="" type="checkbox"/>		
Attendance			<input checked="" type="checkbox"/>		12 6 Cases (5 1/2 Days)
Department			<input checked="" type="checkbox"/>		
Attitude			<input checked="" type="checkbox"/>		

FOR DEPARTMENTAL USE ONLY (OPTIONAL)
SEE FORM 50-10-1 AT PL APPROPRIATE

(See attached)

Outline of Interview With Employee

How could this loss have been prevented? I don't feel that this loss could have been prevented. Mr. Covington's attendance did not improve with all the effort put forth by his Supervisor and his fellow workmen. His problem apparently stems from something over which we exercised no control.

W. H. H. H.
 Building Cable Foreman

CHECK LIST - ITEMS CARED FOR

Subject	To be mailed	Time Recd.	Cared for.	Penalty	1 Wk. paid in lieu of.
Character	Cancelled	None	None	Penalty Payment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Identification Card	Temp. Card collected	Payment Deduction	Cared for	None	Other None
Classified by	<i>E. E. H. H.</i>	Dist. Const. Supv.	(Date)	MAR 6 1970	
Classified by	<i>E. E. H. H.</i>	ON SCENE SUP.	(Date)	MAR 6 1970	
Classified by	<i>E. E. H. H.</i>	DIVISION ADJUT. GENERAL	(Date)	MAR 11 1970	
Classified by	<i>E. E. H. H.</i>	(Date)	(Date)		

Record of Attendance

Danny Covington, Building Cable Apprentice

No record maintained for first four weeks.

- 12-13-69 - Did not show up for Saturday Tour (2nd time)
- 12-15-69 - Absent - Personal Business (No reason)
- 12-19-69 - 4 hours - Personal Business
- 12-22-69 - 2 hours late (docked)
- 12-26-69 - 1 hour late (docked)
- 1- 9-70 - 10 minutes late
- 1-12-70 - 10 minutes late
- 1-13-70 - 30 minutes late
- 1-19-70 - 4 hours - Personal Business (Jail)
- 1-21-70 - 1 hour late
- 2- 4-70 - Absent - flu
- 2-10-70 - 1 hour late
- 2-16-70 - 20 minutes late (Plant School) .
- 2-17-70 - Absent - Toothache (Did not show up at Plant School and
did not call until 11:00 a.m.)
- 2-19-70 - 1 hour late - Brought in to Construction Office and dismissed.

Mr. Covington and the Union were informed on January 13, 1970 that further tardiness or unsubstantiated absence would lead to dismissal.



Illinois Bell
Telephone Company

March 28, 1969

Mr. T. S. Fioretti
District Installation Supt.
Franklin District

The following will serve as a documentation of the series of events that occurred on Friday, March 28, 1969, from 8: A.M. until 4:30 P.M. at The First National Bank of Chicago.

At 8:00 A.M., using payday as a vehicle to communicate to all the craft (38) at one time, I scheduled a general meeting. Points to be covered at the meeting were as follows:

1. Coffee Breaks - In an effort to alleviate the problems we are encountering with elevator service in the building, it was my decision to split the coffee break into two locations within the building. All craft working below the 22nd floor, effective Monday, March 31st, will report at 8:00 A.M. to a predetermined room in the 3rd basement. All craft working above the 23rd floor will report to the 34th floor, the scene of our present office, pre-wire room, etc. Both locations will be secured, the men can change clothes, eat lunch, and have a coffee break in these rooms. It was especially noted that under no circumstances would any craftsman leave the building without first notifying me, and discussing their reasons for leaving. At this point I was interrupted by one of the men, who stated that I was not always available to them and what should they do in that instance. I related to all, that Mr. Full, my T-13, Mr. Hroch, my steward, or Mr. McCarthy, the Chief Steward for Franklin District, would be available and could act in my absence. All understood, and all concurred.

2. Problem with keys - As you know, the keying system for the telephone closets in the bank, at this time, is such that I have two separate keys for each floor in the building, one for the east shaft and one for the west. This gives me a total of about 60 keys that we have signed for and must be managed. I have a clip board system where the men can get the key they need. However, certain individuals are forgetting to return the keys and have taken them home, and in one instance the keys for one shaft have been lost. The procedure for obtaining and returning the keys was reviewed at this time.

Mr. T. S. Fioretti

March 28, 1969

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3. Floor plans - A similar condition exists in this area, and again reviewed as to the importance of the floor plans being returned after use. Several of the other trades seem to cotton to our floor plans, as they are more detailed and the furniture layout and overall office arrangement is more easily recognizable.

4. Security - In lieu of the events of the past week, and here I am referring to the rash of thievery that all trades are experiencing in the building, I again reiterate the fact that they must at all times lock their shafts, secure their own personal tools and return to the tool locker any large items, i. e., electric drills, heaters, etc.

5. Alcoholic Beverages - I had an experience in the past week whereby a craftsman left the building at 12:00 o'clock noon and returned shortly thereafter with sandwiches and a can of beer. Upon seeing him I told the individual that at no time and under no circumstances would alcoholic beverages be carried into the building on this job. In the event he was seen by the other craft I used this opportunity to express to all concerned the fact that alcohol has no place in our job duties, and will not be tolerated.

The meeting was then opened for general discussion and several ideas, unrelated to the five topics mentioned above, were exchanged and discussed.

At approximately 12:30 P.M. I went to Mr. Fioretti's office in Room 679 of the old bank building, to drop off some papers he had asked for and to pick up my mail, which is delivered there. We discussed some matters and I returned to my camp on the 34th floor. At 1:00 o'clock P.M. Mr. Fioretti and Mr. Hubbards entered my office and expressed a desire to tour the upper floors, to evaluate the status of construction of the tenants' spaces. Having accomplished our objectives I returned to the 34th floor and proceeded to visit my pre-wire room where I have 5 craftsmen assembling and pre-wiring frames for the telephone closets. Mr. Gerald Woods and Mr. Steve Molk were missing from their job locations and I inquired of Ray McCarthy if he knew where the men were. He replied that he did not, and I went to my office to find Ed Full, to see if he knew their whereabouts. Upon entering my office I overheard Mr. Full talking on the telephone. He was telling someone to get back to the building as soon as possible. When I heard this I asked him who he was talking to and to give

Mr. T. S. Fioretti
March 28, 1969

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me the phone. The party hung up upon hearing my voice in the background. I asked Ed who was on the phone. He said Steve Molk, and I asked where he was. Ed said at the 181 West Madison Grill. I told him to take one elevator and pick up Mr. Hroch (the steward) from his job location and I would take another and meet him on the first floor lobby. It was my intent at this point to meet Mr. Molk and Mr. Woods coming back to the building and have a confrontation with them myself, and with their union steward. We waited on the first floor and they did not return. About fifteen minutes passed and I told Mr. Full and Mr. Hroch to remain in the lobby and wait for them to return, because I was going to the bar to find them and I might miss seeing them. I entered the 181 West Madison Grill about 3:30 P.M. and found Mr. Molk and Mr. Woods sitting at the bar with drinks in front of them and money on the counter. They were, in my opinion, inebriated. I told both of them they were off the payroll, that I could do nothing for them and that they would be hearing from their union representative. They both nodded their heads, but did not say a word. I stood there a moment and then left without further conversation. I waited outside for a few moments, and when they made no attempt to come out I returned to the lobby, picked up Mr. Full and Mr. Hroch and proceeded to Mr. Fioretti's office to relate what had happened.

Footnote: Considering the fact that I held a meeting at 8:00 A.M. this very day and discussed not leaving the building and not to consume alcoholic beverages, it is my personal feeling that the two men in question were in direct defiance of my endeavors for better job performance, and it is my recommendation that they be terminated.

James T. Howe
J. F. Howe
PBX Foreman

APPLICATION FOR MEMBERSHIP

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Local No. B-134
CHICAGO 7, ILLINOIS

INITIATION FEE \$ 1.00⁰⁰

Desiring to become a member of the I. B. E. W., I hereby make application to your Local Union with the accompanying fee and vouchers, I am a Electrician

and work for Illinois Bell Telephone where I have been employed for 2 years Before that I worked for _____

Have you ever been a member of the I. B. E. W.? No

If so, where? _____

Why did you discontinue your membership? _____

Have you ever made application for membership in the I. B. E. W.? _____

If so, where? _____

How long have you been in the electrical business? 2 years

If given membership in your Local Union I will fulfill the requirements of the laws of the organization and remain a true and loyal member. I make this application of my own free will, believing it to be to my interest to associate myself with you.

I also agree to all the rules and regulations as set forth in the By-Laws of your Local Union and the Constitution of the I. B. E. W.

Failure to comply with any of the agreements as set forth above will be deemed by me a sufficient cause for the forfeiture of any sum of money I have paid with this application to the Brotherhood or may hereafter pay into your organization on account of this application.

I also agree that twenty per cent (20%) of the initiation fee will accompany this application and that the full amount of initiation fee will be paid within ninety (90) days from the date of application; failure to do so shall be a forfeiture of all monies I have paid towards this initiation fee.

Date of Birth September 17, 1929 Signed Richard A. Hawkins Jr.

Address 1932 W Winona

Telephone Bo-1-2629

Date of Application 3-27-33

Date passed by Executive Board _____

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Local 134 2/14/4

International Brotherhood of Electrical Workers, AFL-CIO, and Local 134, International Brotherhood of Electrical Workers, AFL-CIO (Illinois Bell Telephone Company) and Bell Supervisors Protective Association (Not a Labor Organization). Case 13-CB-2890

July 14, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING, JENKINS, AND KENNEDY

On June 29, 1970, Trial Examiner Frederick U. Reel issued his Decision in the above-entitled proceeding, finding that the Respondents have engaged in and were engaging in certain unfair labor practices within the meaning of the Act, and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, both Respondents (hereinafter referred to as Respondent International and Respondent Local) and the Charging Party (herein referred to as the Association) filed exceptions to the Decision and supporting briefs. The General Counsel has filed a brief in support of the Trial Examiner's Decision, cross-exceptions to the Trial Examiner's Decision, and an answering brief to the Respondent International's exceptions.

On September 2, 1970, the National Labor Relations Board, having determined that the instant case raised issues of substantial importance in the administration of the National Labor Relations Act, as amended, ordered that this case be consolidated with one other¹ for the purpose of oral argument before the Board. On October 5, 1970, these cases were argued orally before the Board.

The Board² has reviewed the rulings of the Trial

¹ Local Union No. 2150, International Brotherhood of Electrical Workers, AFL-CIO (Wisconsin Electric Power Company), 192 NLRB No. 16, issued this day.

² Member Ralph E. Kennedy, who succeeded to the Board after the oral argument presented by the parties, has reviewed the entire

Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, the oral arguments, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner to the extent consistent with our Decision and Order.

Illinois Bell Telephone Company, hereinafter referred to as Illinois Bell, or its predecessors and Respondent Local have maintained a contractual relationship since 1909. Respondent Local represents Illinois Bell's Chicago employees in the "Plant Department," including not only journeymen and apprentices employed as PBX installers but also persons employed as "P.B.X. Installation Foremen," "Building Cable Foremen," and "General Foremen."³ According to the terms of the collective-bargaining agreement all members of the bargaining unit, including the above-named foremen, must become and remain members of Respondent Local.⁴

record in this case including the arguments advanced during oral argument and is participating in the disposition of this case.

³ Article II, section 1(a) and exhibit A of the 1968-71 and all prior collective-bargaining agreements since 1948 provide in pertinent part:

Article II, section 1

(a) This Agreement covers all those employees of the Company in the group represented by Local Union No. 134, whose titles are included in Exhibit "A". . . .

* * * *

Exhibit A

Wage Group Number 1
General Foremen

* * * *

Wage Group Number 2
PBX Installation Foremen
Building Cable Foremen

⁴ Article III, section 1 of the 1968-71 and all prior collective-bargaining agreements since 1948 provide in pertinent part:

All employees with thirty days or more of employment with the Company, who are represented by Local Union No. 134

At one time the collective-bargaining agreement between the parties prescribed the monthly wage rates for the "foremen" listed above. However, in recent agreements no wage provisions have been included but the agreement includes a section entitled "Working Conditions for General Foremen and Foremen" which concerns payment for overtime work and for certain absences. Another contract clause provides that the appointment of general foremen may not be made for a period of less than 5 days. Further, other evidence in the record shows that when Illinois Bell recently revised its foremen overtime schedule it requested the concurrence of Respondent Local.

Between May 8, 1968, and September 20, 1968, Respondent Local engaged in an economic strike against Illinois Bell. At the inception of the strike, Illinois Bell informed the foremen that although it would like to have them come to work the decision whether to work or to respect the strike was a matter of personal discretion, and that those who chose not to work would not be penalized. On the other hand, at a Respondent Local union meeting just prior to the strike a representative of Respondent Local, in response to a question, warned that it would be the policy of the Union to discipline any foremen who performed rank-and-file work during the strike. It appears that a large number of the foremen were present at this meeting and heard the Union's warning. Thereafter, in response to the Respondent Local's warning, several foremen formed the Bell Supervisors Protective Association and through it retained counsel to protect the rights of those foremen who chose to work during the strike.

During the course of the strike some of the foremen continued to report for work and performed rank-and-file work, and other foremen stayed away from work. After the strike Illinois Bell in no way discriminated against the latter groups, and indeed promoted some of them to higher positions.

shall become and remain members of Local Union No. 134 in good standing as a condition of employment under this agreement. . . .

The record reveals that Respondent Local thereafter carried out its earlier announcement and commenced union proceedings against a number of foremen, and imposed fines of \$500 on foremen who performed struck work and \$1,000 fines against each of five foremen who were instrumental in forming the Association. Most of the fined foremen appealed to the International, which, except where there was procedural irregularity, sustained the fines. Both at the proceedings before the Local and on the appeal to the International it was urged by the foremen that the union-security clause which compelled them to remain members of Respondent Local was illegal. Illinois Bell has reimbursed these foremen for the full amount of the levied fines which they paid.

The Trial Examiner concluded that the Respondent Local, by imposing on foremen⁵ possessing the power to adjust grievances fines for crossing the Respondent Local's picket line and performing struck work, violated Section 8(b)(1)(B) of the Act. He reasoned that the Respondent Local's action impinged on the Loyalty which Illinois Bell should be able to expect from its supervisors who are the "Employer's representatives" for the adjust-

⁵ The Respondents have excepted to the Trial Examiner's finding that foremen and general foremen were "Employer representatives." The record clearly shows that the foremen and general foremen do actually participate in the adjustment of grievances and therefore are, for the purposes of Sec. 8(b)(1)(B), "Employer representatives." The Trial Examiner has, however, refused to find that persons occupying the positions of assistant staff supervisor and engineer are "Employer representatives" for the purposes of Sec. 8(b)(1)(B). We agree with the Trial Examiner. The three assistant staff supervisors occupy nonsupervisory positions and do not have any contact with the grievance adjustment procedure. It is true that these persons were formerly foremen and expect to be returned to the supervisory hierarchy in a year or two. However, it is clear that the Company has no immediate expectation of having these persons represent it in collective-bargaining and grievance adjustment. Further, the record, although sparse, clearly shows that the two engineers occupy nonsupervisory staff positions with duties which do not include participation in the collective bargaining and the adjustment of grievances. See *Toledo Locals Nos. 15-P and 272 of the Lithographers and Photoengravers International Union, AFL-CIO* (The Toledo Blade Company, Inc), 175 NLRB No. 173, enf. 437 F.2d 55 (C.A. 6).

ment of grievances and therefore restrained and coerced Illinois Bell in violation of Section 8(b)(1)(B) of the Act. The Trial Examiner also found that the Respondent Local violated Section 8(b)(1)(B) by fining the supervisor-organizers of the Association since, although not sponsored by the Company, it was part and parcel of the overall attempt by the Respondent Local to restrain and coerce Illinois Bell in the selection of its representatives for the adjustment of grievances. Finally, the Trial Examiner concluded that Respondent International also violated Section 8(b)(1)(B) by affirming, on appeal, the imposition of those fines by the Respondent Local.⁶

We agree with these findings of the Trial Examiner. The Union in this case, as the union in *Local Union No. 2150. International Brotherhood of Electrical Workers*.

⁶ The International has excepted to the Trial Examiner's finding that it violated Sec. 8(b)(1)(B) by affirming Local 134's fining of the union member supervisors for doing struck work. It argues that it should not be held liable for its purely appellate review of the local's fines. The International asserts there is a common law principle which provides that an international union is not answerable in damages to a wrongfully suspended or expelled member when its only action taken was in the nature of an appellate review of the local's actions. The two New York common law cases, *People ex rel. Solomon v. Brotherhood of Painters, Decorators & Paperhangers*, 218 N.Y. 115, 112 N.E. 725 (1916), and *Schouten v. Alpine*, 215 N.Y. 225, 109 N.E. 244 (1915), cited for this principle are inapposite. Here, unlike those cases, the International affirmed an appeal of fines which "on their face" were violative of the Act. Further, those who appealed the fines in this case specifically raised the question of whether the fines were legal under the statute. *United Brotherhood of Carpenters (Endicott Church Furniture Inc.) v. N.L.R.B.*, 286 F.2d 533 (C.A.D.C., 1960), also relied upon by the International, involves, in part, the court's refusal to find an international union in violation of the Act because it approved work rules which could have been applied in a legal manner rather than, as they were applied, in an illegal manner. Here the fines "on their face" were unlawful and this situation was argued vigorously to the International by the supervisors when they made the appeal.

In the light of the above, we agree with the Trial Examiner, for the reasons set forth in his Decision, that in this case it was clear that the International, by its review, sustained fines imposed in violations of a Federal law after the validity of these fines under that law had been placed in issue before it and thereby violated Sec. 8(b)(1)(B) of the Act.

AFL-CIO (Wisconsin Electric Power Company), 192 NLRB No. 16 issued this day, fined union member supervisors for doing the work of the rank-and-file union members during the course of a strike against Illinois Bell. We find no discernible difference between the two cases, and for the reasons set forth in that case, we find that, in the instant case, the Union violated Section 8 (b) (1) (B) by fining union member supervisors for doing struck work since the underlying dispute giving rise to the fines was between the Union and Illinois Bell rather than between the Union and its supervisor-members.

The Trial Examiner has also found that the Union violated Section 8(b) (1) (B) by fining five supervisors for organizing the Bell Supervisors Protective Association. We agree, for the reasons set forth in the Trial Examiner's Decision, that while the Company was not active in the formation of the Association, the creation of the Association was for the purpose of protecting the rights of those supervisors who were fined unlawfully for doing struck work which furthered the interests of the Company. Consequently, we conclude, as did the Trial Examiner, that the fining of these supervisors for forming the Association must be considered as part of the Union's overall effort to coerce and restrain the Employer in selecting its representatives.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Trial Examiner, as herein amended,⁷ and orders that the Respondents, International Brotherhood of Electrical Workers, AFL-CIO, and Local 134, International Brotherhood of Electrical Workers, AFL-CIO, their officers,

⁷ It is not the purpose of the Board to become involved in the private arrangements made between individual supervisors and Illinois Bell about how the union-imposed fines were to be paid. It is clear that the fines were assessed against the supervisors individually and therefore we shall follow our customary practice and direct that the Union reimburse the supervisors rather than Illinois Bell.

agents, and representatives, shall take the action set forth in the Trial Examiner's recommended Order, as herein modified:

1. Delete paragraph 2(b) and substitute the following:

"Reimburse the supervisory employees for any and all sums paid by them pursuant to the fines referred to in the preceding paragraph, and advise in writing each supervisor against whom such fines were levied that the fines have been rescinded and that the records thereof have been expunged; provided: that the action required in this subparagraph shall be primarily required of the Respondent Local, and shall be required of Respondent International only to the extent that Respondent Local shall fail to give the written notices and pay the sums herein required."

2. Substitute the attached notice for the Trial Examiner's notice.

MEMBER FANNING, dissenting:

At issue herein is whether restraints imposed on supervisors by their union for their performance of duties not related to their supervisory functions constitute "restraint and coercion" of their employers within the meaning of Section 8(b) (1) (B).

The relevant facts may be summarized briefly as follows: Prior to a strike called by Respondent Union, a membership meeting was held by Respondent at which members who held supervisory positions were advised that they would be subject to union discipline if they performed rank-and-file work during the strike. The Employer informed the supervisor-members that it wished to have them come to work to perform rank-and-file work, but that the decision to work was left to their discretion and could be exercised without fear of penalty if they chose not to work. During the course of the strike some supervisor-members performed rank-and-file work; others refrained from working. After the strike, the Employer imposed no penalties for failure to work and, in fact, promoted some supervisors who had refused to work to higher positions. Respondent, after appropriate proceed-

ings, imposed fines of \$500 on supervisor-members who performed rank-and-file work during the strike.

Section 8(b) (1) (B) makes it an unfair labor practice for a labor organization to "restrain or coerce . . . an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances." Thus, the prohibited practice is the restraint or coercion of the employer, not in any general sense, but solely in the selection of his representatives—not just any representative—but only those who perform collective-bargaining functions or engage in the settlement of grievances. On the facts of this case, it is clear that the Employer felt no restraint or coercion from the Union's action; it left the decision whether to work entirely to the discretion of the individual supervisors, and promoted some who had refused to work. Nevertheless, the law has developed so as to include within the statutory concept of restraint and coercion of an employer, union disciplinary actions which in fact are directed towards compelling a supervisor's allegiance to his union rather than to his employer with respect to his performance of collective-bargaining or grievance-adjustment functions or his performance of duties which are directly related to or which may be said reasonably to grow out of his performance of such functions.*

* The cases cited by the majority in support of their decision all involve fines of supervisors imposed by their union because of the manner in which they discharged such functions. I agree with the Trial Examiner that they are distinguishable from the instant case. With respect to the Trial Examiner's view that the decision in the first *A. S. Horner* case (176 NLRB No. 105) compels the result herein, I believe he misconceives the role of the fined supervisor. There the supervisor was fined because he gave an antiunion speech during an election campaign. Though the injury to legitimate union objectives is comparable to that flowing from the supervisor's performance of struck work in this case, the supervisor was performing a normal supervisory function of informing employees of how management preferred to deal with employee grievances and complaints—a system of direct dealing with employees rather than dealing with them through a representative. So viewed, the case may come within the *San Francisco-Oakland Mailers'* decision. However that may be, I did not participate in *Horner* and do not regard myself as bound by its holding.

However, to constitute restraint or coercion of the employer in the statutory sense, it is necessary that the restraints imposed on the supervisor must be restraints on his actions in such matter, not on his actions on other matters. For it is only in the denial to the employer of the unrestrained performance of such functions by one whom he has selected for that purpose that the employer can be said to be coerced in the selection of a representative to act in such matters. As the Board said in the *San Francisco-Oakland Mailers* case, "Realistically, the Employer would have to replace its foremen or face *de facto* nonrepresentation by them."⁹ If the restraint is imposed upon the supervisor because of his actions in matters unrelated to his general supervisory functions there is no restraint upon the employer with respect to his selection of representatives to perform such functions though he may of course be restrained in the selection of representatives to perform other functions. The Board has in fact recognized this distinction as valid in the *Syd Gough* case¹⁰ where it found no violation of Section 8(b)(1)(B) in a fine of a supervisor (who had grievance-adjustment responsibilities) for his failure to register at the union's hiring hall. That decision necessarily stands for the proposition that a union-imposed restraint upon a supervisor because of matters unconnected with his performance of collective-bargaining functions does not restrain or coerce him in the performance of the latter functions and, that being the case, there is no restraint or coercion of the employer in the statutory sense.

Here the supervisors were not fined because they gave directions to the work force, interpreted the collective-bargaining agreement, adjusted grievances, or performed any other function generally related to supervisory activities, in a manner in disfavor with the Respondent Union. They were fined because they performed produc-

⁹ *San Francisco-Oakland Mailers' Union Local No. 18, International Typographical Union (Northwest Publications)*, 172 NLRB No. 252.

¹⁰ *Local Union No. 453, Brotherhood of Painters, Decorators and Paperhangers of America, AFL-CIO (Syd Gough and Sons, Inc.)*, 183 NLRB No. 24.

tion work in the bargaining unit during a strike. Their Employer sought to use them, not in the direction of the work of employees who had not gone on strike or of replacements for strikers, but to replace the strikers themselves. In short, he assigned them to work as employees within the meaning of Section 2(3) of the Act, not as supervisors within the meaning of Section 2(11) of the Act. As the Supreme Court has held, fines of members who act as strikebreakers during a strike do not "restrain or coerce" them within the meaning of Section 8(b) (1) of the Act.¹¹ If the fine of an employee-member for engaging in strikebreaking does not restrain or coerce him within the meaning of Section 8(b) (1), I cannot see how the same restraint imposed upon a supervisor-member for the same activity can be broadened into restraint and coercion of the employer within the meaning of that section. All the restraint does, if successful, is to deny the employer the use of the supervisor as a production worker during the strike.¹²

My colleagues argue, however, that,

... During the strike of the Union, the Employer clearly considered its supervisors among those it could depend on during this period. The Union's fining of the supervisors who were acting in the Employer's interest in performing the struck work severely jeopardized the relationship between the Employer and its supervisors. Thus, the fines, if found to be lawful, would not permit the Union to drive a wedge between a supervisor and the Employer, thus interfering with the performance of the duties the Employer had a right to expect the supervisor to perform. The Employer could no longer count on the complete and undivided loyalty of those it had selected to act as its collective-bargaining agents or to act for it in adjusting grievances. More-

¹¹ *N.L.R.B. v. Allis Chalmers Manufacturing Co.*, 388 U.S. 175.

¹² If the Employer had requested his supervisors to perform their normal supervisory functions in the direction of replacements or other workers during the strike, we would have a different situation.

over, such fines clearly interfere with the Employer's control over its own representatives.¹³

The argument would be more appropriate if Section 8(b) (1) also made it an unfair labor practice for a union to induce or require supervisors to align themselves with the union on any matters.

However, the section does not contain such an unfair labor practice. Moreover, though the 1947 amendments did exclude supervisors from the definition of employee¹⁴ and declared that "no employer subject to this Act shall be compelled to deem individuals defined herein as supervisors as employees for the purpose of any law, either national or local, relating to collective bargaining,"¹⁵ it also declared that "Nothing herein shall prohibit any individual employed as a supervisor from becoming or remaining a member of a labor organization."¹⁶ The effect of these various provisions is a denial of any statutory protection to supervisors either in their joining or assisting a union or in their refraining from such activities. It leaves the employer free to prohibit such activities or to permit them, to discharge supervisors for engaging in such activities if he desires. Congress gave employers this freedom to deal with supervisors precisely because of the problem of "dividend loyalties."¹⁷ It stopped short, however, of making it an unfair labor practice for a labor organization to organize supervisors or to admit them to membership. The only limitation it placed on unions in this regard is the narrow prohibition against restraining or coercing employers in the selection of representatives (including supervisors, but not limited to supervisors) for purposes of collective bargaining or the adjustment of grievances. My colleagues, in effect con-

¹³ *Wisconsin Electric Power Co.*, 192 NLRB No. 16, incorporated by reference in the majority opinion herein.

¹⁴ Labor Management Relations Act of 1947, 61 Stat. 136, 29 U.S.C. 152(3).

¹⁵ 29 U.S.C. 164(a).

¹⁶ *Ibid.*

¹⁷ S. Rept. 105 on S. 1126, pp. 3-5, I Leg. Hist. 409-411 (1947).

strue this as a bill of rights freeing supervisors from any restraint or coercion by a labor organization, even where the effect is not to deny their employer the uncoerced performance of collective-bargaining or grievance-adjustment functions.

This construction goes far beyond that intended by Congress as disclosed by the relevant legislative history of the section: As first proposed in S. 1126, the section prohibited a labor organization from interfering with, as well as restraining or coercing, an employer in the selection of his bargaining representatives. Senate Report 105 on S.1126, stated

Section 8(b) (1): This proscribes unions and their agents from interfering with, restraining, or coercing employers in the selection of their representatives for the purposes of collective bargaining or the settlement of grievances. Thus, a union or its responsible agents could not, without violating the law, coerce an employer into joining or resigning from an employer association, which negotiates labor contracts on behalf of its members; also, this subsection would not permit a union to dictate who shall represent an employer in the settlement of employee grievances, or to compel the removal of a personnel director or supervisor who has been delegated the function of settling grievances.¹⁸

This same refrain—the prohibition of forcing employers into or out of employer associations or of compelling them to remove or discharge supervisors or personnel directors who engage in the settlement of grievances—is repeated in the remarks of Senator Taft and other Senators during floor debate on the bill.¹⁹ Although no Senator addressed himself to the precise question presented in this and the other cases cited by the majority, namely, the conditions under which coercion of the representative becomes or constitutes coercion of the employer in the selection of the representative, I believe the legislative history

¹⁸ At p. 21, I Leg. Hist. 427 (1947).

¹⁹ 93 Cong. Rec. 3953 (II Leg. Hist. 1012), 93 Cong. Rec. 4266 (II Leg. Hist. 1077), 93 Cong. Rec. 5106 (II Leg. Hist. 1454).

demonstrates that unless the union-imposed restraint on a supervisor is imposed because of his discharge of duties involved in the performance of the statutorily described functions or in the discharge of duties closely related thereto, the restraint or coercion is not proscribed by the section. At most, restraint imposed on the supervisor because of his performance of other functions constitutes an interference with the employer's selection of representatives for the performance of collective-bargaining or the adjustment of grievances functions assigned to such representatives, as indeed the majority opinion finally concludes with respect to the fines in this case. However, the words "interfere with" were eliminated from the section by an amendment offered by Senator Ives because of their far-reaching impact.²⁰ I cannot agree to the reinsertion of those words by decisional interpretation.

In summary, because the fines involved herein were not imposed upon the supervisors because of the manner in which they performed duties related to their collective-bargaining or grievance-adjustment functions, but were imposed because of their violation of an unrelated union rule proscribing members of the union from performing struck work during a strike, I find that the supervisors were not restrained or coerced in the performance of the statutorily protected functions. It follows that the Employer was not restrained or coerced in the selection of representatives to perform such functions. Accordingly I would dismiss the complaint.

APPENDIX

NOTICE TO MEMBERS NATIONAL LABOR RELATIONS BOARD POSTED BY ORDER OF THE An Agency of the United States Government

WE WILL NOT fine or otherwise discipline supervisory employees of Illinois Bell Telephone Company (such as, for example, P.B.X. installation foremen) for engaging in productive work during a strike or for participating in

²⁰ 93 Cong. Rec. 4398 (II Leg. Hist. 1138-39).

any organization designed to counsel and protect such supervisors in the event they work during a strike.

WE WILL NOT in any like or related manner restrain or coerce Illinois Bell Telephone Company in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances.

WE WILL rescind, and expunge from our records, the fines levied against supervisory employees for working during the 1968 strike or for having formed the Bell Supervisors Protective Association.

WE WILL refund to the Illinois Bell Telephone Company the sums it has paid pursuant to the fines we levied against supervisors in connection with the 1968 strike.

WE WILL advise in writing each of the supervisors fined in connection with the 1968 strike that his fine has been rescinded and expunged, and that we will reimburse each the sums paid pursuant to those fines.

LOCAL 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

(Labor Organization)

Dated By (Representative) (Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
(Labor Organization)

Dated By (Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Room 881, Everett McKinley Dirksen Senate Building, 219 South Dearborn Street, Chicago, Illinois 60604, Telephone 312-353-7575.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

FREDERICK U. REEL, Trial Examiner: This proceeding, heard at Chicago, Illinois, from March 31 through April 3, 1970, pursuant to a charge filed June 10, 1969, and a complaint issued December 31, 1969, arises out of certain fines levied by the Respondent Local and confirmed by the parent, Respondent International, upon certain of their members for either (a) continuing to perform work for their Employer during the course of the Local Union's strike against that Employer or (b) forming and becoming officers in an association (the Charging Party herein), the purpose of which was to furnish assistance and counsel to foremen who worked during the strike. The primary issue in the case is whether the imposition of these fines violated Section 8(b)(1)(B) of the Act, in view of the fact that in each instance the person fined was employed in what is allegedly a supervisory capacity, and allegedly represented his Employer in the adjustment of grievances. Respondents, denying that the persons fined were supervisors or that they adjusted grievances, further contend that in any event, under the circumstances of this case, the fines did not as a matter of law involve the Respondents in violation of Section 8(b)(1)(B).

Upon the entire record,¹ and after due consideration of the briefs filed by General Counsel and each of the Respondents, and of the "Statement" filed on behalf of the Charging Party,² I make the following:

¹ Including documents submitted after the hearing, which are hereby admitted as G.C. Exhs. 22, 23, and 24, and Local 134's Exhs. 14A through I and 15A and B, respectively.

² Respondents' motion to strike a phrase from Charging Party's Statement as "scandalous and/ or impertinent" is granted as Charging Party consented thereto.

FINDINGS OF FACT

I. THE BUSINESS OF THE EMPLOYER AND THE LABOR ORGANIZATIONS INVOLVED

Illinois Bell Telephone Company, herein called the Company, an Illinois corporation with headquarters in Chicago, renders local and long distance telephone service as part of a nationwide telephone system, and is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. Respondent Local 134, International Brotherhood of Electrical Workers, AFL-CIO, herein called the Local or the Union, and its parent organization, the Respondent International, are labor organizations within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *Background and Chronology*

For many years, long antedating any Federal labor legislation, the Company (or its predecessor) and the Local have had contractual relations, pursuant to which the Local represented the Company's Chicago employees for purposes of collective bargaining. The bargaining unit embraced employees in the "Plant Department," and included, *inter alia*, not only journeymen and apprentices engaged as P.B.X. installers but also persons employed as "P.B.X. Installation Foremen," "Building Cable Foremen," "Test Center Foremen," and "General Foremen." The powers and duties of these "foremen" and the question whether they are "supervisors" within the meaning of the Act are among the litigated issues in this case. The contract provides that all members of the bargaining unit must become and remain members of the Local. As recently as 1959 the contracts in effect between the Local and the Company prescribed monthly wage rates for the various "foremen" listed above. Since May 1959 the contracts did not provide wage rates for those foremen, but did contain a section headed "Working Conditions for General Foremen and Foremen." This provision concerned payment for overtime work and for certain ab-

sences, and contained a clause stating that an appointment as general foremen could not be made for a period of less than 5 days. Other provisions of the contract, such as, for example, that dealing with vacations, appear applicable to the foremen as well as to journeymen employees."

Between May 8, 1968, and September 20, 1968, the Local was engaged in an economic strike against the Employer. At the inception of the strike the Company informed the foremen referred to above that the Company would like to have them come to work, but that the decision whether to work or to respect the strike was a matter left to the discretion of each individual foreman, and that those who refrained from working during the strike could resume work when it ended without being penalized. The Local held a meeting just before the strike at which the foremen were advised that they would be subject to union discipline if they performed rank-and-file work during the strike. A number of foremen thereupon retained counsel and formed an association (the Charging Party, hereinafter referred to as the Association) to protect foremen who worked during the strike.

During the course of the strike some of the foremen performed rank-and-file work, and some stayed out of work. After the strike the Company in no way discriminated against the latter group, and indeed promoted some of them to higher positions. The Local conducted proceedings against a number of foremen, and imposed fines of \$500 on foremen who performed rank-and-file work during the strike and of \$1000 each against the five foremen who were instrumental in forming the Association. Most of the fined foremen appealed to the International, which in most instances sustained the action of the Local. During the intraunion proceedings, counsel for the Association assisted the foremen in their defense, in which the accused foremen urged that they were supervisors, that the strike was not in their behalf, that the Local was not seeking to bargain for them, and that the union security clause which compelled their membership in the Local was illegal.

The Local has commenced suit in the Illinois courts to

collect some of the fines. Insofar as any of the foremen have paid any part of the fines, the Company has reimbursed them.

B. The Status of the Foremen as "Supervisors" Within the Meaning of the Act, and Their Powers With Respect to the Adjustment of Grievances

As noted above, most of the foremen involved in this case were employed as P.B.X. installation foremen, or in work of similar character such as building cable foremen, or general foremen. The record establishes that such foremen were in charge of crews of from 8 to 12 men, that they had power to grant time off to their men, that they scheduled overtime, selected the men who would work overtime, disciplined for tardiness by suspending men or docking their pay, and effectively recommended men for promotion or discharge. Although the Union argues that the testimony establishing these powers was of a vague and general nature, it called no witnesses to deny that the foremen possessed the powers which the company representatives, called as General Counsel's witnesses, ascribed to them.³ On this record I find that the foremen in question possessed one or more of the powers set forth in Section 2(11) of the Act and are supervisors within the meaning of the Act. See, e.g., *N.L.R.B. v. Henry Colder Co.*, 416 F.2d 750, 754, fn. 3 (C.A. 7, 1969).

As to the authority of these foremen to adjust grievances, the contract recites with respect to the grievance procedure that "The employee or his Steward shall first bring the grievance to his Foreman, or other first line supervisor," and that "If the grievance is not settled, it shall then be taken up with the succeeding appropriate

³ General Counsel expressed a readiness to interrogate individual foremen as to their powers and duties. The Trial Examiner prevented him from doing so on the ground that such testimony would be cumulative, but expressly invited counsel for the Local to cross-examine such foremen on that issue, and also to put on testimony on that issue as part of Respondent's case. No such cross-examination was attempted and the Local adduced no testimony on this issue as part of its case.

levels of supervision" The contract thus unequivocally provides that the foremen here in question may adjust grievances. Moreover, the testimony adduced by General Counsel establishes that the foremen may adjust grievances arising out of disputes over whether an employee should be paid for certain hours he worked after checking out, or over working conditions (such as excessively cold air-conditioning), or over disciplinary action taken by the foreman, or over overtime allocations he had made. Indeed, the testimony shows that most of the grievances are adjusted informally by the foremen, either by their making the requested adjustment or by their persuading the union representative that the grievance lacks merit. Manifestly, these matters are usually of minor importance, and major issues go on to later stages of the grievance procedure. Nevertheless, I am satisfied on this record that the foremen in question do have power to adjust, and do adjust, grievances. Again the Union's suggestion that the testimony is vague and general is unavailing in the light of the contractual language and the Union's failure to adduce testimony which would diminish the force of the evidence presented by General Counsel.

The foregoing discussion of the powers and duties of the foremen is applicable to all those named in the complaint as having been fined except for three men identified in the complaint as "assistant staff supervisor," and two identified as "engineer." The record establishes that an "engineer" has no supervisory authority and that an "assistant staff supervisor" has no occasion to participate in the adjustment of grievances, and normally has no people working for him. The record further establishes that it is a common practice for the Company to transfer a man from a job as P.B.X. foreman to that of engineer and back again, and that "assistant staff supervisors" are selected from the ranks of P.B.X. foremen, serve 1 or 2 years as assistant staff supervisors, and then either return to their jobs as P.B.X. foremen or are promoted to district installation superintendents (a supervisory position with power to adjust grievances).

C. Board Decisions Concerning a Union's Power To Fine Supervisory Employees

A series of recent Board decisions, several of which are now awaiting judicial review, hold that under the circumstances there presented a labor organization violates Section 8(b)(1)(B) of the Act (i.e., restrains or coerces an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances) when it fines supervisory employees who are union members. Insofar as Respondents attack the validity of any or all of these holdings, I must, of course, refer them to higher authority, administrative and judicial, as I am required to follow these precedents in the present state of the law. Insofar as Respondents urge that the instant case is distinguishable, however, it becomes important to set forth, as I understand it, what the Board has heretofore held in this area.

The lead case apparently is *San Francisco-Oakland Mailers' Union No. 18, International Typographical Union (Northwest Publications, Inc.)*, 172 NLRB No. 252. In that case the union fined certain foremen-members⁴ because of alleged violations of the contract between the employer and the union. The union also threatened similar action against foremen as a result of "disagreements involving contract interpretations or grievance adjustment." The Board's finding of violation in that case sheds little light on the problem here, for in that case the conduct for which the foremen were fined was directly related to their role as the employer's representative in the adjustment of grievances and in collective bargaining (which includes, of course, the administration of the contract; see *Conley v. Gibson*, 355 U.S. 41, 46).⁵

⁴ There, as here, the contract required the foremen to be members of the union.

⁵ The Board in the *Oakland Mailers* case and in several subsequent cases distinguished *N.L.R.B. v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, on which Respondents place their principal reliance. The Board appears to be of the view that the fining of supervisors stands on an entirely different footing from the fining of rank-and-file members. I note that counsel for the International suggests that I not follow *Blackhawk Tanning Co., Inc.*, 178 NLRB No. 25,

The next case in this area to come before the Board was *Toledo Locals Nos. 15-P and 272 of the Lithographers and Photoengravers International Union, AFL-CIO (The Toledo Blade Company, Inc.)*, 175 NLRB No. 173. In that case, as here, the foremen involved were required to be members of the union which fined them. The fines in that case were imposed for alleged violations of the contract, in that the supervisors worked on production during a strike, thereby violating two contractual provisions, one limiting the amount of production a supervisor can do, and the other prescribing a minimum crew before any work can be performed. The Board in that case held that the union by imposing the fines violated Section 8(b)(1)(B). The case may be distinguishable from that now before us, for although in both cases the supervisors worked while their union was out on strike, the basis of the Board's holding in the *Toledo* case appears to be that the supervisors were involved in what their union claimed to be violations of the contract, and no such contention is urged here.

The third case in this area to reach the Board was *New Mexico District Council of Carpenters and Joiners of America; United Brotherhood of Carpenters and Joiners of America (A. S. Horner, Inc.)*, 176 NLRB No. 105. In this case one Wilson, a supervisor and a union member, signed a letter, also signed by the company president, urging the employees to vote against the union in a representation election. The Board held that by imposing a fine on him for this conduct the union violated Section 8(b)(1)(B). Manifestly Wilson's act in urging the employees to vote against the union was not itself directly related to contract interpretation, the adjustment of grievances, or any subject of collective bargaining. However, the Trial Examiner's decision, adopted by the Board, states:

because the decision was by a 3-2 majority and "As a realistic matter, it must be recognized that one of the members joining in the 'lead' opinion is no longer on the Board and that the term of the other will be up in two months." I decline to engage in the speculation of counsel, but I call his attention to the dangerous consequences of his thinking as applied to this case, for only two members of the 5-4 majority in *Allis-Chalmers* are still on the Court.

By preferring the charges and imposing a fine upon Wilson, Respondents were attempting to force the Company to change its selected representative for the purposes of collective bargaining and the adjustment of grievances from a representative of management's viewpoint to a person subservient to the will of Respondents. The Council itself explained it was fining or bringing charges against Wilson because he placed the Company's interests above those of Respondents. Sizemore in his letter to the General Executive Board of the United Brotherhood stated that Superintendent Wilson's loyalty "must be to the Union." It is clear that Respondents preferred charges against and fined Wilson as a means of disciplining him because he placed the interests of the Company above those of Respondents. This was obviously coercion against the Company because it would tend to require the Company to retain as representatives for collective bargaining and adjustment of grievances only individuals who were subservient to Respondents. That the Company and Respondents had no labor agreement does not detract from this finding. Wilson could and did adjust grievances. Respondents were forbidden by the Act to dictate to the Company whom it should select to adjust employee grievances. Respondents' actions "were designed to change the [Company's] representatives from persons representing the viewpoint of management to persons responsive or subservient to Respondents' will. In enacting Section 8(b) (1) (B) Congress sought to prevent the very evil involved herein—union interference with an employer's control over its own representatives. [Citation] That Respondent[s] may have sought the substitution of attitudes rather than persons, and may have exerted [their] pressure upon the [Company] by indirect rather than direct means, cannot alter the ultimate fact that pressure was exerted here for the purpose of interfering with the [Company's] control over its representatives. Realistically, the [Company] would have to replace its [superintendents] of

face de facto nonrepresentation by them." *San Francisco-Oakland Mailers' Union No. 18*, 172 NLRB No. 252.

* * * *

By fining Wilson, Respondents did so because he chose to act as a management representative, which he was.

In a subsequent case involving the same employer and the same union, reported at 177 NLRB No. 76, the Board again found a violation of Section 8(b)(1)(B). In this case the union fined a supervisor for continuing to work for an employer who was not under contract with the union. This case is plainly distinguishable from that before us, as the union's position in the second *Horner* case was that the supervisor must leave his employment altogether.

Likewise distinguishable is still another New Mexico case, *Sheet Metal Workers' International Association, Local Union 49, AFL-CIO (General Metal Products, Inc.)*, 178 NLRB No. 24, where the Board found a violation of Section 8(b)(1)(B) in the union's fining of a supervisor for performing work in violation of the contract between the union and the employer. The holding in that case that the union "attempted by its internal disciplinary procedure to circumvent the contractual procedures for settlement between the parties of a contractual grievance" does not apply to the instant case. Similarly two recent Board holdings in this area, *Dallas Mailers Union, Local No. 143*, and *International Mailers Union (Dow Jones Co.)*, 181 NLRB No. 49, and *Houston Typographical Union No. 87 (Houston Shopping News Co.)*, 182 NLRB No. 91, are distinguishable. In the *Dallas* case the union expelled a supervisor because of an order he gave a non-supervisory employee, which the latter charged was discriminatory and improperly motivated. Manifestly, the supervisor was exercising his supervisory authority, and as the Board stated, "His expulsion will also be a clear signal to other foremen, who are, under the established practice, members of the Union, that they could be subject to similar discipline if they administer the contract in a manner so as to incur the Union's displeasure." In

the *Houston* case the union fined a supervisor-member for what it regarded as his failure to observe hiring procedures required under the contract. The fine, in the Board's view, was designed to make the supervisor "more amenable to [the union's] interpretation of how the contract should be applied" The rationale in the *Dallas* and *Houston* cases has no application here.

Finally, in *Local Union No. 453, Brotherhood of Painters, etc. (Syd Gough & Sons, Inc.)*, 183 NLRB No. 24, the Board affirmed Trial Examiner Sherman's dismissal of a complaint which alleged that a union violated Section 8(b)(1)(B) by fining a supervisor for working at a particular jobsite without notice to the union. The Trial Examiner in that case noted that the only purpose of the "notice" requirement was to facilitate the union's administration of its hiring hall and the collection of certain assessments. He concluded that "unless the Board is prepared to say that the fining of a supervisor by a union for whatever reason, including, for example, late payment of dues or disruption of a union meeting, tends to impair his effectiveness as an employer representative, it is not clear how the fine imposed . . . for alleged non-compliance with Respondent's registration requirement may be held to violate Section 8(b)(1)(B)." The Board in affirming the dismissal did not pass upon the Trial Examiner's analysis of the other cases in this area but contented itself with rejecting, as unsupported by the evidence, General Counsel's contention in that case that the union's motivation was to retaliate against the employer for the latter's filing of charges against the union. So far as here relevant the *Gough* case appears to stand for the proposition that the mere fining of a supervisor does not establish a *per se* violation of the Act.

D. *Conclusions With Respect to the Legality of the Fines*

As the discussion in the foregoing section indicates, most of the Board's holdings in this area concern discipline which a union directed at supervisory employees because of action by the supervisor directly related to matters of contract construction or the discharge of su-

pervisory functions. Those cases are readily distinguishable here where the action for which the supervisors were fined bore no direct relation to their work as supervisors or to any interpretation of the contract. As an original proposition I would be inclined to construe Section 8(b)(1)(B) as interdicting union fines of supervisors only when the conduct for which the supervisor was fined bore some relation to his role as a representative of management in "collective bargaining or the adjustment of grievances," to quote Section 8(b)(1)(B). In the instant case the question confronting the supervisors whether to work or to respect the strike call of their Union was in no way related to those subjects. Moreover, the Company itself had made it clear that it was not demanding that its supervisors work during the strike. On the contrary, the Company expressly left the decision up to each individual supervisor, with specific assurances that no reprisal would be visited on those who chose not to work. After the strike the Company promoted some of the supervisors who had not worked during the strike. I therefore find some difficulty in concluding that the Company was restrained or coerced by the Union's action in fining the supervisors who worked, or even in finding that the Union's action had any natural or inherent tendency to restrain or coerce the Company. (Undoubtedly the fines tended to restrain or coerce the supervisors, but that is not the violation charged. Also, it is no part of this case to decide whether the fines were lawful or proper under the Union's constitution or under any provision of statute or common law other than Section 8(b)(1)(B) of this Act.)

The Board in the first *Horner* case (176 NLRB No. 105), however, did not limit the scope of Section 8(b)(1)(B) along the lines I have indicated. In that case the supervisor was fined because he signed a letter urging the employees to vote against the union. Such conduct on his part bore no discernible relationship to his role as a representative of management in collective bargaining or the adjustment of grievances. Indeed, the conduct of the supervisors in the instant case in working during the strike seems far more directly related to furthering

the legitimate aims of management, and far more directly related to the normal obligations of a supervisor, than the conduct of the supervisor in *Horner*. But the Board in that case found that the union by fining the supervisor violated Section 8(b)(1)(B), adopting without comment the Trial Examiner's observations quoted above. The respect which I am compelled to pay the Board's holding in that case requires me to find a similar violation here. See *St. Louis Typographical Union No. 8 (Graphic Arts Assn. of St. Louis)*, 149 NLRB 750, 758-759.

What has been said above deals with the fines for performing work during the strike. Five men were fined for organizing the Bell Supervisors Protective Association. They undertook this action "on their own," and it did not directly redound to the benefit of the Company. It may well be argued that to find a violation of Section 8(b)(1)(B) in these five instances is to go even beyond the first *Horner* case, where the supervisor affixed his signature to a letter also signed by a company official, and urged employees to reject a union with which the company might have had to bargain. Not even *Horner* goes so far as to hold that any fine a union imposed on a supervisor violates Section 8(b)(1)(B), and the recent *Gough* decision appears to foreclose any such argument. If, to use the hypothetical case I suggested at the hearing, the union fined supervisors for resigning from the union's bowling league and forming one of their own, I would have some difficulty in discerning an infringement of the protection the statute gives employers in Section 8(b)(1)(B). In the actual case before us, however, the Bell Supervisors Protective Association arose out of relations among the supervisors, the Company, and the Union, and not (as in the bowling example) out of relations solely between the supervisors and the Union. The Association was formed because the Union threatened to fine supervisors for working during the strike, and to protect or aid those who desired to work. As the Association had its inception as a response to what is here found to be illegal union conduct, it is not unreasonable to extend the finding of illegality to cover the

Union's fines relating to the Association. Although the Company was not a party to the creation of the Association, the relationship of the supervisors to the Company underlies the creation of the Association just as it underlies the action of the supervisors in working during the strike. To separate the two sets of fines would be highly legalistic and unrealistic, a practice on which the Board has properly frowned on past occasions, preferring to treat situations "as a whole." See, e.g., *Curtis Mathes Mfg. Co.*, 145 NLRB 473, 475-476 overruling the finding at 482; *Pittsburgh Reflector Company*, 177 NLRB No. 57. Moreover, as I understand the hospitable scope which the Board gave Section 8(b)(1)(B) in the first *Horner* case, a union violates that section when it fines a supervisor for any conduct in which the supervisor engages which tends to further the interests of the employer.⁶ Here the Association tended to further the Employer's interest by helping protect supervisors who desired to work during the strike.

There remains for consideration the case of the five men (two engineers and three assistant staff supervisors) who apparently had been and would again be in the supervisory category but who were removed therefrom—perhaps for as long as 1 or 2 years—and were not "supervisors" at the time the Union fined them (and presumably at the time of the strike) and had nothing whatsoever to do with "collective bargaining or the adjustment of grievances." General Counsel relies on the language approved by the Board in *Toledo Blade*, *supra*, finding a violation when the person disciplined was merely a "natural, possible, future choice of the employer to handle its grievances as occasion might arise. . . ." But in that case those words were applied to a supervisor who had "present substantial other supervisory authority and regular contact with the employees under him" The Company may well feel that it desires to reimburse these nonsupervisors who were fined by the Union, and the legality of the fines may be questioned in other pro-

⁶ The narrow holding in the *Gough* case falls within this generalization, as the supervisor's failure to register was in no sense in the employer's interest.

ceedings and on other grounds. On the narrow issue before me, however, I cannot find any restraint or coercion of the Company in its selection of representatives for collective bargaining or adjustment of grievances in the Union's fining of nonsupervisors who are not concerned with those subjects. To be sure, if they are thereafter returned to supervisory positions with power to adjust grievances they will have felt the force of the Union's authority. The same, of course, would be true of any employee who had been fined by the Union and later achieved supervisory status. But, under the views heretofore expressed, the supervisors would be protected against union fines for strikebreaking as supervisors, and I see no need, so far as the statutory purposes are concerned, to extend the protection at other times. In any event I find that the Union is not violating Section 8(b)(1)(B) insofar as it fines persons who are not, at the time of the conduct for which they are fined, supervisory employees, and are not, and in their then existing jobs cannot be, engaged in collective bargaining or in the adjustment of grievances. The first *Horner* case may require me to stretch the statute beyond what I would otherwise consider the breaking point, but it hardly justifies ignoring the statute altogether.

Finally, insofar as a vice president of the International or its president affirmed the action of the Local in imposing fines heretofore found to have been illegally levied, the International ratified the action of the Local, and therefore likewise violated Section 8(b)(1)(B). This result follows even in those cases where the International did not pass on the merits but found the appeal procedurally deficient, for the International should have held all the fines to be illegally imposed.⁷ As the record shows

⁷ I am aware of the general rule, as stated at 74 A.L.R.2d 783 at 800, that "where the only action taken by the national union was in the nature of an appellate review of the local's action, the national union has been held not answerable in damages to a wrongfully suspended or expelled member." In my judgment this general principal should not govern a case where the International, by its review, sustains a fine imposed in violation of a Federal law after the validity of that fine under that law is placed in issue before it.

that the International has not collected or attempted to collect any fines, its liability to reimburse the fined employees should be considered secondary to that of the primary violator, the Local. *Makela Welding, Inc.*, 159 NLRB 964, 973, enfd. 387 F.2d 40 (C.A. 6, 1968); see also the *Lexington Electric* case there cited.

E. Procedural Rulings

The Local subpoenaed certain records of the Association and certain notes or memoranda from the Company. I granted motions to revoke both subpoenas for reasons set forth in the transcript and the pertinent exhibits and I see no need to repeat those reasons here.

At the conclusion of the hearing the Charging Party filed a document entitled a motion "for Amendment to Conform Pleadings to Proof with Respect to the Union Shop Contract Proved in this Case." Counsel for the Charging Party disclaimed any power on its part to amend the complaint, but pointed out that such power resides in the Trial Examiner and in the Board, citing *Frito Company v. N.L.R.B.*, 330 F.2d 458 (C.A. 9, 1964). The avowed purpose of the amendment was to challenge the legality of the contract between the Company and the Local on the ground that the unit is inappropriate because it includes supervisors, and that the union-security clause is therefore illegal for failure to meet the requirement of Section 8(a)(3)(i). This was the precise contention advanced by the same Charging Party in Case 13-CA-8451, in which the General Counsel sustained the refusal of the Regional Director to issue a complaint. In a posthearing memorandum in support of the Motion, the Charging Party pointed out that all the facts necessary to sustain its allegation (the provisions of the contract and the supervisory status of the foremen included in the unit) were established on this record.

I denied the motion to amend. Most of the cases relied on in support of the motion present the situation in which all parties were on notice throughout the litigation of all the facts alleged to constitute a violation of law, but the complaint failed to allege violations of all the proper subsections of the Act. Here the amendment offered by the

Charging Party would of necessity add factual allegations to the complaint as well as new subsections to the list of those violated. The *Frito* case holds only that the Trial Examiner and the Board have statutory *power* to consider the validity of contractual provisions fully litigated although not alleged as violative of the Act; the case does not hold that the Board is *compelled* to do so.

In the instant case, assuming the existence of power to pass on the issue tendered by the Charging Party at the close of the hearing, I think it inadvisable to do so. Among other considerations, I note that the effect of sustaining the Charging Party's position would be to invalidate a contract of many years' standing without any notice to either of the contracting parties, until the conclusion of the hearing, that the validity of their agreement was in issue. Cf. *Consolidated Edison Co. v. N.L.R.B.*, 305 U.S. 197, 232-235. I also note that the condition which the Charging Party urges is illegal (a union-security agreement in a bargaining unit which includes supervisory and nonsupervisory employees) has apparently been characteristic of several cases recently before the Board, without any intimation from that agency that it finds anything irregular in such a situation. I doubt the wisdom of deciding so far reaching a question which enters this litigation only by the back door, as it were.

The Charging Party is, of course, free to assign this ruling as error and to pursue it before the Board. I would respectfully suggest that if the Board is disposed to consider the matter on its merits, the other parties (Union, Company, and General Counsel) should be invited to submit supplementary briefs thereon. I would also assume that if the Board affirms my denial of the motion and the Charging Party presses the issue on judicial review, the court if it found procedural merit in the Charging Party's position would remand the issue to the Board to ascertain its substantive views. Cf. *Laclede Gas Co. v. N.L.R.B.*, 421 F.2d 610, 617 (C.A. 8, 1970).

CONCLUSIONS OF LAW

1. Persons employed by the Company as general foremen, P.B.X. installation foremen, test center foremen, building cable foremen, or district installation superintendents are supervisors within the meaning of Section 2(11) of the Act.

2. Persons employed by the Company as engineers or as assistant staff supervisors are not supervisors within the meaning of the Act.

3. By fining supervisors, as described in the first conclusion of law stated above, for engaging in productive work during the strike or for forming the Bell Supervisors Protective Association, Respondent Local engaged in an unfair labor practice affecting commerce within the meaning of Sections 8(b)(1)(B) and 2(6)(7) of the Act.

4. Respondent International, insofar as it, acting through any of its officers, sustained the fines described in the preceding conclusion of law, engaged in the same unfair labor practice.

THE REMEDY

I shall recommend that Respondents cease and desist from their unlawful conduct, and that they make the unlawfully fined supervisors whole by rescinding the fines, expunging all records thereof, and refunding to the Company (which has already reimbursed the supervisors) the amount of the fines they have paid. The monetary liability for refunding the fines shall fall in the first instance on the Local, with secondary liability on the International. I shall further recommend the posting of a notice signed by officers of both Respondents.

Accordingly, upon the foregoing findings and conclusions, and upon the entire record in the case, I recommend, pursuant to Section 10(c) of the Act, issuance of the following:

ORDER *

Respondents International Brotherhood of Electrical Workers, AFL-CIO, and its affiliated Local 134, and their respective officers, agents, and representatives shall:

1. Cease and desist from:

(a) Fining supervisory employees of the Illinois Bell Telephone Company, whose duties include representing that Company in collective bargaining or in the adjustment of grievances, for engaging in productive work during the course of a strike or for activities directly related thereto such as forming or participating in an organization designed to protect supervisors who work during a strike.

(b) In any like or related manner restraining or coercing the aforesaid Employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Rescind, and expunge all records of, the fines levied against supervisory employees for having engaged in productive work during the 1968 strike or for having participated in the formation of the Bell Supervisors Protective Association.

(b) Reimburse the Illinois Bell Telephone Company for any and all sums paid by it pursuant to the fines referred to in the preceding paragraph, and advise in writing each employee against whom such fines were levied that the fines have been rescinded, that the records thereof have been expunged and that the Company has been reimbursed; provided: that the action required in this subparagraph shall be primarily required of the Re-

* In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, recommendations, and Recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

spondent Local, and shall be required of Respondent International only to the extent that Respondent Local shall fail to give the written notices and pay the sums herein required.

(c) Post at its business offices, meeting halls, and all other places where notices to members of the Local are customarily posted, copies of the attached notice marked "Appendix."⁹ Copies of said notice, on forms provided by the Regional Director for Region 13, shall, after being duly signed by representatives of the Respondents, be posted by the Respondents immediately upon receipt thereof, and be maintained by them for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondents to insure that said notices are not altered, defaced, or covered by any other material.

(d) Furnish the Regional Director for Region 13 signed copies of said notice for posting by Illinois Bell Telephone Company, if willing, in places where notices to employees are customarily posted. Copies of said notices, on forms provided by the Regional Director, shall, after being signed by the Respondents, be forthwith returned to the Regional Director for disposition by him.

(e) Notify the Regional Director for Region 13, in writing, within 20 days from the date of the receipt of this Decision and Recommended Order, what steps they have taken to comply herewith.¹⁰

⁹ In the event that the Board's Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

¹⁰ In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

Local Union No. 2150, International Brotherhood of Electrical Workers, AFL-CIO and Wisconsin Electric Power Company. Case 30-CB-293

July 14, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING, JENKINS, AND KENNEDY

On May 6, 1970, Trial Examiner Henry L. Jalette issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent, Charging Party, and General Counsel filed exceptions to the Decision and supporting briefs. The Respondent has also filed an answering brief to the General Counsel's and Charging Party's exceptions.

On September 2, 1970, the National Labor Relations Board, having determined that the instant case raised issues of substantial importance in the administration of the National Labor Relations act, as amended, ordered that this case be consolidated with one other¹ for the purpose of oral argument before the Board. Oral argument was heard on October 5, 1970.

The Board² has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's

¹ *International Brotherhood of Electrical Workers, AFL-CIO, and Local 134, International Brotherhood of Electrical Workers, AFL-CIO (Illinois Bell Telephone Company)*, 192 NLRB No. 17, issued this date.

² Member Ralph E. Kennedy, who succeeded to the Board after the oral argument presented by the parties, has reviewed the entire record in this case including the arguments advanced during oral argument, and is participating in the disposition of this case.

Decision, the exceptions and briefs, the oral arguments, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner only to the extent consistent with our Decision and Order.

The Charging Party, hereinafter referred to as WEPCO, had recognized and negotiated with the Respondent as the bargaining representative of its employees since the 1930's. The collective-bargaining agreements, including the most recent negotiated by the parties provide in pertinent part that an employee promoted to a supervisory position may, upon request, be given a withdrawal card by the Respondent. The supervisor can request either a participating or an honorary withdrawal card. With the possession of either type of withdrawal card he continues, according to the International Brotherhood of Electrical Workers' Constitution, to be treated as a union member subject to the provisions of the constitution but he is not required to pay dues. The only benefit of an honorary withdrawal card is the right of the holder to be restored to regular membership without fulfilling any of the normal reinstatement requirements. The participating withdrawal cardholder, besides possessing the benefits of an honorary cardholder, is entitled to participate in the Union's pension and insurance benefits.

Between Jun 16, 1969, and July 1, 1969, Respondent engaged in an economic strike against WEPCO. Although not clear from the record, WEPCO's counsel, during oral argument, asserted that WEPCO directed that its supervisors report to work during the strike. It is clear from the record that substantially all of WEPCO's supervisors reported for work during the strike and performed struck work normally performed by rank-and-file employees represented by the Respondent. The parties stipulated that the supervisors involved herein performed struck work.

On August 14, 1969, Respondent notified the supervisors involved herein that they had been charged with "doing struck work of Local 2150." All but two of the charged supervisors were holders of withdrawal cards obtained under the terms of the collective-bargaining agreement. Trials were held but none of the charged

individuals appeared. All but two were found guilty of violating the Union's Constitution, and accordingly fined \$100 and suspended from membership for a year, with sentence to be suspended if they were not found guilty of a similar offense for a period of 2 years.³

The parties stipulated that 60 of the 61 individuals notified of charges and/or fined are supervisors and that 19 of those 60 supervisors have the authority to adjust grievances. The Trial Examiner, and we agree for the reasons set forth in the Trial Examiner's Decision, found the remaining 41 supervisors also possess the authority to adjust grievances and are representatives of the Employer within the meaning of Section 8(b)(1)(B).⁴

The Trial Examiner concluded that the fining of the supervisors for crossing a picket line and doing struck work violated Section 8(b)(1)(B) of the Act. He rea-

³ The Union mistakenly fined three supervisors. McMahon, while a member of the Union, was in the hospital at the time of the strike and therefore could not, as charged in the union proceedings, perform the struck work. Both Miller and Gardner were not members of the Union at the time of the strike. Eventually the Union dropped charges against these supervisors. However, at least one of the supervisors, Miller, was seriously inconvenienced since he was actually fined and forced to make a formal appeal to the International to vindicate his position. The Trial Examiner concluded that the actions against these supervisors were the result of a mistake and since this problem is "outside the mainstream of this case" this portion of the complaint should be dismissed. We disagree. The fact that the Union brought charges of misconduct against these supervisors is sufficient to warrant the finding, of a violation. Cf. *Granite State Joint Board, Local 1029, AFL-CIO (International Paper Machine Company)*, 187 NLRB No. 90.

⁴ The General Counsel and the Charging Party have excepted to the Trial Examiner's finding that the safety specialist was not an employer representative for the purposes of collective bargaining and grievance adjustment. We agree with the Trial Examiner that the safety specialist, who is not clearly a statutory supervisor and is not empowered to settle grievances and has no direct and immediate likelihood of occupying such a position of authority where he might exercise such power, is not within the coverage of Section 8(b)(1)(B). In this regard, we follow the reasoning set forth in *Toledo Locals Nos. 15-P and 272 of the Lithographers and Photo-engravers International Union, AFL-CIO (The Toledo Blade Company, Inc.)*, 175 NLRB No. 173, enf'd. 437 F.2d 55 (C.A. 6).

soned that whenever the dispute can be characterized as a dispute between the employer and the union rather than between the union and its members, any union disciplinary action against a supervisor who may act on behalf of the employer in grievance adjustment is violative of Section 8(b) (1) (B) of the Act. We agree.

In the *Toledo Blade* case, the Board adopted the following summary of the general principle of law established by Section 8(b) (1) (B) :

The Board's decision in the *San Francisco Mailers* case, underscores the . . . import of Section 8(b) (1) (B) as a general prohibition of a union's disciplining supervisor-members for their conduct in the course of representing the interests of their employers. As the Board held, such discipline by a union, even though the employer may have consented to the compulsory union membership of the supervisor under a union-security clause, is an unwarranted "interference with [the] employer's control over its own representatives," and deprives the employer of the undivided loyalty of the supervisor to which it is entitled.

Applying those long-settled and court-approved principles to this case⁵ leads to the conclusion that Respondent

⁵ See, e.g., *Meat Cutters Union Local 81 (Safeway Stores, Inc.)*, 185 NLRB No. 130; *Freight, Construction, General Drivers, Warehousemen and Helpers Union, Local 287, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Grinnell Co. of the Pacific)*, 183 NLRB No. 49; *Local Union No. 453, Brotherhood of Painters, Decorators and Paperhangers of America, AFL-CIO (Syd Gough and Sons, Inc.)*, 183 NLRB No. 24; *Houston Typographical Union No. 87 (Houston Shopping News Company)*, 182 NLRB No. 91; *Dallas Mailers Union, Local No. 143, and International Mailers Union (Dow Jones Co., Inc.)*, 181 NLRB No. 49; *Sheet Metal Workers' International Association, Local Union 49, AFL-CIO (General Metal Products Inc.)*, 178 NLRB No. 24, enf'd. 430 F.2d 1348 (C.A. 10); *New Mexico District Council of Carpenters and Joiners of America; United Brotherhood of Carpenters and Joiners of America (A. S. Horner, Inc.)*, 177 NLRB No. 76; *New Mexico District Council of Carpenters and Joiners of America; United Brotherhood of Carpenters and Joiners of America (A. S. Horner, Inc.)*, 176 NLRB No. 105; *Toledo Locals Nos. 15-P and 272 of the Lithographers and Photoengravers International*

violated Section 8(b)(1)(B) when it fined the supervisors for performing work which the Employer had directed them to perform. Here, the supervisors, by doing struck work, as directed by the Employer, were furthering the interests of the Employer in a dispute not between the Union and the supervisor-union members but between the Employer and the Union. During the strike of the Union, the Employer clearly considered its supervisors among those it could depend on during this period. The Union's fining of the supervisors who were acting in the Employer's interest in performing the struck work severely jeopardized the relationship between the Employer and its supervisors. Thus, the fines, if found to be lawful, would now permit the Union to drive a wedge between a supervisor and the Employer, thus interfering with the performance of the duties the Employer had a right to expect the supervisor to perform. The Employer could no longer count on the complete and undivided loyalty of those it had selected to act as its collective-bargaining agents or to act for it in adjusting grievances. Moreover, such fines clearly interfere with the Employer's control over its own representatives.

Of course, our decision is not meant to imply that a union is completely precluded from disciplining supervisor-union members. It only means that when the underlying dispute is between the employer and the union rather than between the union and the supervisor, then the union is precluded in taking disciplinary action by Section 8(b)(1)(B). The intent is to prevent the supervisor from being placed in a position where he must decide either to support his employer and thereby risk internal union discipline or support the union and thereby jeopardize his position with the employer. To place the supervisor in such a position casts doubt both upon his loyalty to his employer and upon his effectiveness as the employer's collective-bargaining and grievance adjustment representative. The purpose of Section 8(b)

Union, AFL-CIO (The Toledo Blade Company, Inc.), 175 NLRB No. 173, enf'd. 437 F.2d 55 (C.A. 6); San Francisco-Oakland Mailers' Union No. 18, International Typographical Union (Northwest Publications, Inc.), 172 NLRB No. 252.

(1) (B) is to assure to the employer that its selected collective-bargaining representatives will be completely faithful to its desires. This cannot be achieved if the union has an effective method, union disciplinary action, by which it can pressure such representatives to deviate from the interests of the employer. Accordingly, we find that Section 8(b) (1) (B) has been violated.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner and hereby orders that the Respondent, Local Union No. 2150, International Brotherhood of Electrical Workers, AFL-CIO, its officers, agents, and representatives shall take the action⁶ set forth in the Trial Examiner's Recommended Order.⁷

MEMBER FANNING, dissenting:

During a strike called by Respondent Union, the Employer directed its supervisors to perform the work of the striking employees. Many of its supervisors were members of the Union under a contractual provision initially proposed by the Employer which gave them the option of remaining union members when they advanced to supervisory positions.⁸ Membership in the Union is of

⁶ The General Counsel has excepted to the Trial Examiner's refusal to insure that the Notice to Members be read at two of the Local 2150's parcel membership meetings. We see no reason in this case for requiring such an extraordinary remedy.

⁷ In fn. 11 of the Trial Examiner's Decision change "10" to "20" days.

⁸ There is an obvious benefit to management in such a provision in that it permits recruitment of supervisors from the ranks of highly qualified production employees who might be reluctant to accept promotion if it meant cutting off all ties and associations with their union and the loss of benefits flowing from their membership. Among the benefits retained by supervisors who elect to take a withdrawal card are the right to continued participation in pension and

considerable benefit to the individual supervisors, but, as members, they remained bound to discharge the obligations of membership and are subject to union discipline for failure to faithfully discharge such obligations. By performing production work during the strike, the supervisors violated the Union's rule against performing struck work, and they were fined for such transgression.

As in *Illinois Bell Telephone Company*, 192 NLRB No. 17, my colleagues find that the Union violated the prohibition contained in Section 8(b)(1)(B) against restraint or coercion of an employer in the selection of his representatives for the purpose of collective bargaining or the adjustment of grievances. For the reasons that led me to dissent in *Illinois Bell*, I dissent herein. While it serves no useful purpose to repeat those reasons here, one aspect of the case seems to me to highlight a basic weakness in my colleagues' approach.

Section 8(b)(1)(B) proscribes restraint or coercion of the employer in his selection of representatives who adjust grievances. Here, of course, the Employer was in no way restrained or coerced in his selection of such representatives, indeed it took the initiative in enabling them to remain union members. Nevertheless, had the Union restrained or coerced those representatives in the performance of their grievance-adjustment functions, the Employer would then have been denied the unrestrained and uncoerced performance for which he had selected them, and a violation of Section 8(b)(1)(B) could properly be found. But their performance of such functions is not involved herein, for the Employer directed them to perform nonsupervisory production work during the strike. I do not see how the restraints imposed on the supervisors for performing such work translate into restraint and coercion of the Employer in his selection of representatives for the purpose of settling grievances.

insurance programs and the right to restoration to regular membership status without payment of reinstatement fees upon their return to employee status.

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 71-1559

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS, AFL-CIO, PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

No. 71-1785

BELL SUPERVISORS PROTECTIVE ASSOCIATION
(NOT A LABOR ORGANIZATION), PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

STIPULATION

Pursuant to the Rules of this Court, the parties, sub-
ject to the Court's approval, hereby stipulate and agree
as follows:

* * * *

IV. SUBSTANTIVE STIPULATIONS

* * * *

B. Illinois Bell Telephone Company or its predecessors
have maintained a contractual relationship with Local
134, I.B.E.W. since 1909. Since 1948 these contracts
have remained unchanged, so far as relevant to the is-
sues of this case, with respect to the scope of the bar-

gaining unit (Art. II, Sec. 1(a)) and union security (Art. III, Sec. 1).

Dated at Washington, D.C. this 8th day of October, 1971.

/s/ Marcel Mallet-Prevost
MARCEL MALLET-PREVOST
Assistant General Counsel
NATIONAL LABOR RELATIONS
BOARD

Dated at this 8th day of October, 1971.

/s/ Laurence J. Cohen
LAURENCE J. COHEN
Counsel for Petitioner

Dated at this 12th day of October, 1971.

/s/ Robert E. Fitzgerald
ROBERT E. FITZGERALD
Counsel for Petitioner

Dated at this 13th day of October, 1971.

/s/ George B. Christensen
(D.M.K.)
GEORGE B. CHRISTENSEN
Counsel for Petitioner

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

SEPTEMBER TERM, 1972

No. 71-1559

[Filed Feb. 9, 1973, United States Court of Appeals for the District of Columbia Circuit, Hugh E. Kline, Clerk]
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

Before: BAZELON, Chief Judge, and WRIGHT, McGOWAN, TAMM, LEVENTHAL, ROBINSON, MacKINNON, ROBB and WILKEY, Circuit Judges.

ORDER

It is ORDERED by the court, *sua sponte*, that the parties, on or before February 14, 1973, supplement the record in this court with any evidence before the National Labor Relations Board indicating the following:

1. The bargaining agreement between Local 134, International Brotherhood of Electrical Workers and Illinois Bell Telephone Company.
2. The membership status (active or on withdrawal cards) of the supervisors who are members of the union.
3. Any union pension or death benefit plans in which supervisors were permitted to or did participate.

Per Curiam

For the Court

/s/ Hugh E. Kline
HUGH E. KLINE
Clerk

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 71-1559

[Rec'd. 2/15/73]

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS, AFL-CIO, PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

RESPONSE OF THE PARTIES TO THE COURT'S
ORDER OF FEBRUARY 9, 1973

On February 9, 1973, the Court directed the parties to the above-captioned proceeding to supplement the record in this Court with any evidence before the National Labor Relations Board concerning (1) Local 134's collective bargaining agreement with the Company, (2) the membership status of the supervisors who belonged to the Unions, and (3) the benefit plans which were open to or participated in by the aforementioned supervisors. In accordance with the Court's order the parties herewith submit the following:

1. Enclosed are copies of the applicable collective bargaining agreements between Local 134 and the Company, General Counsel's Exhibits Nos. 7 and 8. These contracts appear to be identical in all relevant respects and were received in evidence at Tr. 71-72.¹

2. The record before the Board does not demonstrate with total conclusiveness whether the supervisors' mem-

¹ "Tr." refers to the stenographic transcript of the hearing before the Trial Examiner, "Arg. Tr." to the stenographic transcript of the oral argument of this case before the Board. Copies of these transcripts are enclosed, as are copies of the Unions' Constitution and By-laws, Local 134 Exhibits Nos. 1 and 2, received in evidence at Tr. 73-74. Local 134 maintains that also in effect throughout the relevant times herein was the July 1, 1954, Memorandum of Understanding (General Counsel's Exhibit No. 4), which specifies certain working conditions for supervisors.

bership status was active or on withdrawal cards. However, the record does strongly suggest that the P.B.X. Foremen, Cable Foremen and General Foremen were on active status.

The parties at the hearing below evidently assumed that the record established that the Company was interpreting and enforcing the union-security provisions of its collective bargaining contracts with Local 134 as requiring the active, full membership of these foremen (Tr. 47-48, 440-441, 462-468, 524, 533-535, 607, General Counsel's Exhibits No. 7, pp. 2-5, 43, and No. 8, pp. 2-5, 45 (Art. III, Sec. 1, Art. II. Sec. 1, Art. I, Sec. 1, Exhibit A)). The question was even raised at the hearing whether this apparent requirement was similarly applicable to assistant staff supervisors, whom the Trial Examiner and the Board subsequently found were not supervisors or grievance-adjustment representatives within the meaning of Sections 2(3), 2(11), 8(b)(1)(B) and 14(a) of the Act (Tr. 197, 199-200, 204-205, 468, 510-511; cf. Tr. 534-537, 608-611).

Although the International's constitution prohibits attendance at local union meetings by mere withdrawal card holders (Local 134 Exhibit No. 1, p. 78 (Art. XXVI, Sec. 2)), the record also indicates that some of the supervisors in question did attend a Local 134 meeting on May 7, 1968 (Tr. 459-462, 646). And at the consolidated oral argument before the Board of the instant case and *Local 2150, International Brotherhood of Electrical Workers, AFL-CIO (Wisconsin Electric Power Company)*, 192 NLRB No. 16, enforcement pending, C.A. 7, No. 71-1864, there was some discussion about the fact that the disciplined supervisors in the *Local 2150* case were merely withdrawal card holders (Arg. Tr. 16, 47), but no mention of such status was made as to those in the case at bar.

Nevertheless, at least one supervisory employee, Leonard Farrell, testified that he had "taken an honorary from Local 134" at some unspecified time apparently subsequent to the strike (Tr. 373-4). And early in the hearing the counsel for the General Counsel refused to

stipulate that the disciplined supervisors were active, full members (Tr. 48).

3. Nothing in the record before the Board indicates that the supervisors in question were not permitted to participate in the variety of benefit plans open to both active members and those holding withdrawal cards. The International Union's pension benefits and death benefits plans (Local 134 Exhibit No. 1, pp. 30-39, (Arts. XII and XIII)) appear to be equally open to active "A" members and those holding participating withdrawal cards, though not to active "BA" members and holders of honorary withdrawal cards who make no financial contribution to such benefit plans (Id., at pp. 6, 28-29, 77-78 (dues schedule, Art. X, Secs. 2-6, Art. XXVI, Secs. 1-4)). In addition, Local 134 sponsors group life insurance and old age benefits plans which are likewise open both to active members and to those on withdrawal cards (Local 134 Exhibit No. 2, pp. 34-37, 51 (Arts. XIII-XIV, Art. XVII, Sec. 21)).² One supervisor, James Howe, testified that he participated in pension and insurance benefits plans (Tr. 434-437).

4. The parties respectfully wish to advise the court that they do not deem the factors discussed above to be determinative of the issue presented herein (Board's Decision and Order, page 7).

Dated at Washington, D. C. this 14th day of February, 1973.

/s/ Marcel Mallet-Prevost
MARCEL MALLET-PREVOST
Assistant General Counsel
NATIONAL LABOR RELATIONS
BOARD

Dated at Washington, D. C. this 14th day of February, 1973

/s/ Laurence J. Cohen
LAURENCE J. COHEN
Counsel for Petitioners

² The Unions consider both types of withdrawal card holders subject to discipline (Local 134 Exhibit No. 1, p. 79 (Art. XXVI, Sec. 5)).

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 71-1559

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, and LOCAL 134, INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS, AFL-CIO, PETITIONERS

v.

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that one copy of the response to the court's order of February 9, 1973, in the above-captioned case has this day been served air mail upon the counsels listed below:

George B. Christiansen, Esquire
Suite 5000, First National Plaza
Chicago, Illinois 60670
Robert E. Fitzgerald, Jr., Esquire
53 West Jackson Blvd.
Chicago, Illinois 60604

Dated at Washington, D. C. this 14th day of February, 1973.

/s/ Marcel Mallet-Prevost
MARCEL MALLET-PREVOST
Assistant General Counsel
NATIONAL LABOR RELATIONS
BOARD

/s/ Laurence J. Cohen
LAURENCE J. COHEN
Counsel for Petitioners

Law Offices of
 ROBERT E. FITZGERALD, JR.
 53 West Jackson Blvd., Suite 1112
 Chicago, Illinois 60604
 WAbash 2-3113
 [Union Logo]

February 16, 1973

Honorable Hugh E. Kline, Clerk
 United States Court of Appeals
 for the District of Columbia
 U. S. Courthouse
 Constitution Avenue and John Marshall Place
 Washington, D.C. 20001

RE: I.B.E.W. et al. vs. N.L.R.B.
 No. 71-1559

Honored Sir:

I am in receipt of the joint "Response of the Parties to the Court's Order of February 9, 1973," by the attorneys for the NLRB and the International Union under date of February 14, 1973.

I note that the last sentence of Footnote 1, which reads as follows:

Local 134 maintains that also in effect throughout the relevant times herein was the July 1, 1954 Memorandum of Understanding (General Counsel's Exhibit No. 4), which specifies certain working conditions for supervisors.

makes reference to the July 1, 1954 Agreement between Illinois Bell and Local Union 134. This statement is correct, but I feel incomplete.

Enclosed are nine (9) conformed copies of an "Agreement between Local 134, I.B.E.W. and Illinois Bell", dated September 28, 1971, to be presented to the Judges of this Court. This document complies with the Court's Order of February 9, Sub-Section 1, because it is evi-

dence of the continued existence of the July 1, 1954 Agreement.

It would be appreciated if you would bring this document to the attention of the Judges of your Court at your earliest convenience.

Very truly yours,
ROBERT E. FITZGERALD, JR.

REF:jst
Enclosures

cc: Laurence J. Cohen, Esq.
1125 - 15th Street N.W.
Washington, D.C. 20005

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**AGREEMENT BETWEEN LOCAL 134, I.B.E.W.
AND ILLINOIS BELL**

Local Union 134, I.B.E.W., and Illinois Bell Telephone Company hereby reaffirm the agreement previously made effective between the parties on July 1, 1954, regarding the status of General Foremen and Foremen as Union members. (Copy attached)

The Company hereby agrees to refrain from initiating any effort to bring about the removal or exclusion from the bargaining unit of the General Foremen, PBX Installation Foremen and Building Cable Foremen, by persuasion, bargaining, recourse to the National Labor Relations Board or the courts, or by any other means whatsoever.

In consideration for the above, and as long as there occurs no breach of this Agreement or the July 1, 1954 Agreement by the Company, Local 134, I.B.E.W., agrees to suspend its jurisdiction over the performance of work on Residential Family Plan and Home Interphone to other Local Unions of the I.B.E.W. currently representing employees of the Company's Plant Department.

A claim of violation of this Agreement by either party shall be subject to the grievance and arbitration procedure of the collective bargaining Agreement between the parties covering the employees represented by Local 134.

LOCAL 134, I. B. E. W.

/s/ Francis J. Cunningham
Business Representative

**ILLINOIS BELL TELEPHONE
COMPANY**

/s/ [Illegible]
Assistant Vice President
Labor Relations

Dated: Sept. 28, 1971

[1] BEFORE THE
 NATIONAL LABOR RELATIONS BOARD

THIRTEENTH REGION

Case No. 13 CB 2890

IN THE MATTER OF:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO, LOCAL 134, INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO (ILLINOIS BELL TELE-
PHONE COMPANY)

and

BELL SUPERVISORS PROTECTIVE ASSOCIATION
(Not a Labor Organization)

Hearing Room 824-A, 219 South Dearborn Street,
Chicago, Illinois, Tuesday, March 31, 1970

The above-entitled matter came on for hearing, pursuant
to notice, at 10:00 o'clock a.m.,

BEFORE:

FREDERICK U. REEL, Trial Examiner.

APPEARANCES:

LAURENCE J. COHEN, Esq., Sherman, Dunn &
Cohen, Suite 500, 1200 - 15th Street, N.W., Wash-
ington, D.C., appearing on behalf of the Respond-
ent, International Brotherhood of Electrical Work-
ers, AFL-CIO.

ROBERT E. FITZGERALD and E. J. CALIHAN,
Jr., Esqs., 53 West Jackson Boulevard, Chicago,
Illinois, appearing on behalf of the Respondent,
Local 134, International Brotherhood of Electrical
Workers.

[2] GEORGE B. CHRISTENSEN, Esq., and JOHN C. MALUGEN, Esq., 5000 First National Plaza, Chicago, Illinois, appearing on behalf of Bell Supervisors Protective Association, Charging Party.

MICHAEL TURNER and JULIAN D. SCHREIBER, Esq., 219 South Dearborn Street, Chicago, Illinois, appearing as counsel on behalf of the General Counsel National Labor Relations Board.

PAUL J. FURLONG, Esq., 225 West Randolph Street, Chicago, Illinois, 60606, Suite 27-A, appearing on behalf of the Other Party, Illinois Bell Telephone Company.

* * * *

[36] TRIAL EXAMINER: During an extended off-the-record discussion of subpenas, all parties, as I understand it, are prepared to agree to the following stipulation; namely, it is stipulated by and between all the parties hereto that all of the men named in appendix A and appendix B of the complaint did during the period of May 8th to September 20, 1968, perform work which in normal times would lie within the exclusive jurisdiction of Local 134 and also during the same period performed work of a supervisory nature.

Is that stipulation acceptable to the General Counsel?

MR. TURNER: Yes, it is.

TRIAL EXAMINER: To the respondents;

MR. FIRTZGERALD: I'm sorry. I think I followed actually, but could I have it read back;

(Record read)

TRIAL EXAMINER: Go on.

MR. FITZGERALD: Sort of not an afterthought but just [37] so we are clear when we say "performed work within the normal times," which would lie within the jurisdiction of Local 134, we are talking about Journey-men craftsmen work. In other words, craft type work which journeymen craftsmen would do; is that correct?

TRIAL EXAMINER: Is that your understanding, Mr. General Counsel?

MR. TURNER: Yes, I believe so.

TRIAL EXAMINER: With that understanding, if General Counsel is agreeable and I take it you are therefore, Mr. Fitzberald, for the respondent?

MR. FITZGERALD: Yes. On the understanding that we are because of the inability of the company to respond fully to 2 and 3 of the subpoena, we don't know what percentage of the work of those who ere fined in Exhibit A may have done some supervisory work in the sense of foremen and general foremen type work.

TRIAL EXAMINER: At any rate, the stipulation is phrased satisfactorily.

MR. FITZGERALD: Yes.

TRIAL EXAMINER: And with you, Mr. Cohen, I take it?

MR. COHEN: Just my agreement was that we don't want to be in the position of agreeing that if these fellows in Appendix 8 did foremen or general foremen work, that that was supervisory in nature and therefore the supervisory issue [38] is somehow resolved by the stipulation.

TRIAL EXAMINER: I understand.

MR. FITZGERALD: We are reserving our right on supervisory nature.

TRIAL EXAMINER: It is understood that this stipulation is not intended to cover what may be the fundamental issue in this case; namely, whether the work, normal work of a P.B.X. installation foreman, for example, is or is not of a supervisory nature within the meaning of the supervisor as defined in the Act and that is understood, also, is it not, gentlemen, that that stipulation isn't intended to cover that issue.

Now, with the various explanations thus made is the stipulation satisfactory to the respondents?

MR. FITZGERALD: Yes.

MR. COHEN: Yes.

TRIAL EXAMINER: And to the charging party?

MR. CHRISTENSEN: Yes.

TRIAL EXAMINER: And still to the General Counsel?

MR. TURNER: Yes.

* * * * *

[49] TRIAL EXAMINER: 5 (a), (b), (c), and (d), now stand admitted. 5 (3) stands denied. That in a word is what we have accomplished.

Go ahead.

MR. FITZGERALD: We have had rather extensive discussion on paragraph 6 (a), (b), and (c), and I frankly think that we would waste more time than we would be able to save on any agreements in this paragraph. I think it goes to the nature of the case and the question of all of the job categories having the various indicia of authority is just what is in dispute and, of course, C is the conclusionary paragraph on supervisory status which I think we should leave all of 6 denied.

MR. TURNER: And 7(a), it will be amended to read, "May 8, 1968," and will stand as admitted.

TRIAL EXAMINER: Is that all right. That's a correction of the date?

MR. FITZGERALD: Yes.

TRIAL EXAMINER: Very well. That amendment is allowed. Go ahead.

* * * * *

[52] TRIAL EXAMINER: The allegations of paragraph 7 (c) and (e) will remain denied. The allegation of 3 (d) remains denied except that it is admitted that the respondent local imposed fines on the individuals named in appendix A and is admitted by both the local and the international; is that correct?

MR. COHEN: Yes.

TRIAL EXAMINER: Continuing on the record, what about 7 (f)? Is that to be altered?

MR. FITZGERALD: I don't know if you want to get the reason for the denial on the record. If it's denied, it's denied. It is denied because of the wording—

TRIAL EXAMINER: Well, now, rather than going through this paragraph by paragraph, I thought you gentlemen had some affirmative stipulations you wanted to put on the record.

MR. TURNER: We can stipulate with regard to 7 (f) that the persons named in appendix B were fined by Local 134 because of their leadership as officers in the Bell Supervisors Protective Association; can't we?

MR. FITZGERALD: Let me read what language we could admit to and maybe that would be satisfactory.

We will admit that they were fined by respondent [53] Local 134 because—this is the new language—they engaged in activities which resulted in the formation of the Bell Supervisors Protective Association, which was found by the union to cause dissension and dissatisfaction among the members of the union and was detrimental and opposed to the I.B.E.W.

MR. SCHREIBER: With all due respect, that sounds like your brief, and we cannot stipulate.

MR. TURNER: We can stipulate to facts, not the reasons.

MR. FITZGERALD: The reason I went to the other part was because that's what appears in the findings of the trial board and which will be part of our evidence, if necessary.

TRIAL EXAMINER: All right. There is no stipulation. I take it you continue to adhere to your denial of 7(f)?

MR. FITZGERALD: Particularly the "participation in" aspect of it.

TRIAL EXAMINER: Could 7 (f) be admitted if that phrase were stricken?

MR. FITZGERALD: It could if "leadership in" is understood in the context of being the initial officers which form the organization.

MR. TURNER: Why don't we stipulate to that and leave (f) denied and go ahead and prove their participation and stipulate.

[54] We can stipulate that they were fined because of their leadership as officers in the Bell Protective Association.

TRIAL EXAMINER: Will you stipulate to that?

MR. FITZGERALD: Yes.

TRIAL EXAMINER: I understand then it is stipulated that the persons named in the appendix B of

the complaint were fined by respondent Local 134 because of their leadership in the Bell Supervisors Protective Association.

MR. TURNER: With the understanding that the General Counsel does not waive his position with regard to other allegations in (f)—

TRIAL EXAMINER: You are going to waive your position. I don't know why you are going to have to prove any more than you just admitted.

You don't waive anything about that stipulation, Mr. Turner? Go ahead.

MR. FITZGERALD: I don't see any sense in stipulating to (e) because the union's position is as stated previously, the purpose of the association was for strike-breaking and other conduct detrimental to the union.

From here on Mr. Cohen might engage in the discussion on stipulation because they pertain particularly to the International.

TRIAL EXAMINER: Paragraph 8 (a) was admitted. Do you [55] have anything further you want to change the pleadings on?

MR. COHEN: No. 8(a)—the first paragraph we get to is 8(b), which we will admit.

MR. TURNER: First of all, let's amend the—

MR. COHEN: I will get to that. Do you want to do that first?

MR. TURNER: I think we should.

MR. COHEN: We have agreed on appendix A, Mr. Examiner, that the name of D. L Macleanan, M-a-c-l-e-a-n-a-n, is to be removed and after "R. A. Hawkins, Sr.," is to be inserted—

TRIAL EXAMINER: Appendix B?

MR. TURNER: A.

MR. COHEN: A.

TRIAL EXAMINER: I'm sorry. Macleanan is deleted and who is added?

MR. COHEN: Hawkins is there. We are adding "Senior" after his name. We have also agreed on appendix B after the listing of Hawkins there that we will add "Junior," two different individuals on A and B.

And with those amendments in A the International and the Local now admit paragraph 8 (b).

Now, 8 (c) certain changes will be admitted. We have agreed that an international vice president affirmed the local's decision to fine the individuals [56] on appendix A except that Messrs. Anderson, Marqua, M-a-r-q-u-a, and Schroeder had their appeals sustained by the vice president.

They all appear on appendix A and that in three—

MR. TURNER: Are you going to give the reasons—

MR. COHEN: Yes.

TRIAL EXAMINER: Anderson, Marqua, and Schroeder were not?

MR. COHEN: Their appeals?

TRIAL EXAMINER: Their fines didn't stick.

MR. COHEN: Right. The vice president found for them on the grounds that the charges had not been filed in timely fashion. There was a procedural ruling under the I.B.E.W. constitution.

In three other cases, Novello, Shraag, and Hawkins, Sr., the appeals were not—there was no ruling on the merits. Those three were ruled improper because the appeals were untimely.

Now, with those exceptions—

TRIAL EXAMINER: And the fine was sustained because the appeal was untimely?

MR. COHEN: Correct. With those sanctions we will admit paragraph 8 (c).

Now, I have one stipulation which I think the [57] General Counsel will join as to accuracy, but not relevance; that is, in addition to the individuals listed on appendix A a total of 39 other members who were fined by the Local had their appeals sustained that is, the fines thrown out by the International vice president.

TRIAL EXAMINER: Their cases therefore are exactly alike.

MR. COHEN: As Anderson, Marqua, Schroeder.

MR. TURNER: For the reasons—

MR. COHEN: For the same reasons that the charges were not timely filed?

MR. SCHREIBER: Those people do not appear in either of the appendices; do they?

MR. COHEN: Correct.

MR. SCHREIBER: They do not appear?

MR. COHEN: Right, they do not appear. Shall I go on or do you want a statement on the record from them that they agree?

TRIAL EXAMINER: I take it their silence will represent agreement.

MR. COHEN: Now, 8 (d) we will admit again with certain exceptions.

May we go off the record for one second?

TRIAL EXAMINER: Off the record.

(Discussion off the record)

[58] TRIAL EXAMINER: On the record.

MR. COHEN: In 8(a) we will admit that under the I.B.E.W. constitution the individuals in appendix A appealed the decisions of the vice president to the International president of the union, except that Anderson, Marqua, and Schroeder did not appeal and in the cases of Goodrich, Howe, and Wheller no appeals were received by the International president.

With those exceptions we admit 8(d).

8(e), the dates there should be changed from late May and/or early August, 1969, to read: "May and June, 1969," and with respect to the substances of that paragraph we will admit that the International president affirmed the decisions of the vice president upholding the fines for the individuals named in appendix A, except for the same six individuals who were excepted in 8 (d); namely Anderson, Marqua, Schroeder, Goodrich, Howe, and Wheeler.

TRIAL EXAMINER: Do you accept that change of date, General Counsel?

MR. TURNER: Yes.

MR. COHEN: Do you want reasons?

MR. TURNER: Yes, we want reasons for those, as well as if there are—

TRIAL EXAMINER: Reasons of whom?

[59] MR. TURNER: Reasons why they are taken out of—

TRIAL EXAMINER: They are taken out because they won before the vice president, obviously.

MR. COHEN: Three of them did not, but no appeals were received.

MR. CHRISTENSEN: Same reasons as stated in 8 (d).

TRIAL EXAMINER: Same reasons. Now, what about that change of date? I take it that's all right with the General Counsel?

MR. TURNER: Yes, that's all right.

TRIAL EXAMINER: The complaint will stand amended and the allegation admitted as stated by Mr. Cohen.

MR. COHEN: Maybe the General Counsel would like to propose the amendment on 9.

MR. TURNER: Pursuant to an off-the-record discussion with the respondents, General Counsel notifying them prior to the hearing, indicated that in accordance with the stipulations aforementioned that 9 would be amended to read 9 (a) in or about October, 1969, and continuing to date respondent's Local 134 through officers and agents have attempted to collect and have in fact collected said fines imposed on persons named in appendix A; 9 (b) to read in or about 1969 and continuing to date respondent Local 134 to officers and agents have attempted to collect and have in fact collected said fines imposed on persons named in [60] Appendix B and it is the understanding of counsel for the General Counsel that—I will let respondent speak as far as their answers are concerned.

MR. FITZGERALD: Where we admit the amended 9 (a), so far as 9 (b) is concerned, I think it better to deny except to the extent that the local has for Anderson, Marqua, and Schroeder, a small partial payment which was in the nature of preliminary payments pending appeal as required by the international constitution.

In other words, we have not collected, although we have attempted to collect the fines from those listed in appendix B, the collections ran only to the amount of \$60.00 each from Anderson, Marqua, and Schroeder.

MR. TURNER: Have you also attempted to collect from the other two in appendix B?

MR. FITZGERALD: There is an attempt to collect from all five, yes.

TRIAL EXAMINER: I'm sure that meets the requirements General Counsel sees in his case, in any event. Some of these details may go to remedy if an order issues, and they really need not be explored fully at this time. I don't mean remedy; I mean compliance if an order issues.

9 (a) as amended stands admitted: 9 (b) is denied with the limitations expressed by Mr. Fitzgerald on his denial.

[61] MR. TURNER: May I also ask if the respondent for the local was in accord with the stipulations or admissions by the International on the prior—

TRIAL EXAMINER: I understood that Mr. Fitzgerald introduced Mr. Cohen to this point of discussion with an indication he would abide by any concessions Mr. Cohen saw fit to make.

Does that exhaust the preliminary matters, as well as—

MR. COHEN: Nothing else until 13; is there?

MR. TURNER: I don't think so.

MR. COHEN: Do you want to amend 13 (a)?

MR. TURNER: 13 (a) will now read—

TRIAL EXAMINER: Just give me the change. Simply adding (a) and (b) after 9.

MR. COHEN: No.

MR. TURNER: Just adding (a) after 9.

TRIAL EXAMINER: Oh, yes. You might look over 13 and see if you might make it conform to the English language a little bit.

MR. TURNER: I think we better leave it.

TRIAL EXAMINER: That is a real concession of failure, it seems to me.

I respectfully suggest, gentlemen, that professional people ought to be able to draft their pleadings [62] in parsable, and to get back to grade school and high school, diagrammably possible English sentences, and this is not.

Now, I suppose that what you are saying in paragraph 13, if I may try my hand at it, is that, "Respondent International by its conduct sanctioned the conduct of Local 134 and the foreseeable affect of such conduct."

Now, whose conduct the International or the Locals, as described in certain paragraphs was as described in certain other paragraphs.

I will pass the matter now because I don't want you to take more time at it, but I would suggest that it is far from an understandable allegation.

Mr. Turner: All right.

TRIAL EXAMINER: And it should be amended just for the sake of everyone's professional reputation.

MR. TURNER: After a recess we will amend the complaint to read more legibly.

TRIAL EXAMINER: Are there any other preliminary matters?

MR. COHEN: Our denial, whatever the grammatical form of paragraph 13, stands. On the 13 (b) we would deny that in our answers. We have, however, worked out a stipulation with the General Counsel to read as follows: [63] that the International has collected no fines imposed on persons named in appendix A and has made no overt attempt to collect any fines imposed on those persons.

TRIAL EXAMINER: All right. Is that stipulated?

MR. TURNER: We will stipulate to that.

* * * *

[75]

EDWARD DEADY

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board, and, having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Turner) Would you please state your name and address?

A. Edward P. Deady, 932 South Westley, Oak Park, Illinois.

TRIAL EXAMINER: What was that name?

THE WITNESS: Deady, D-e-a-d-y.

Q. (By Mr. Turner) Mr. Deady, where are you presently employed?

A. Employed for Illinois Bell Telephone Co.

Q. And how long have you been there?

A. I have been there since 1946, February.

Q. What is your current job position?

A. I am an operational supervisor in the methods and procedure division of the operation of the company.

* * *

[78] Q. Would you please describe the line organization as it exists in the last four years?

A. We have first level management supervisors, which is the first level of management in the company. We have second line, which are chiefs, wire chief, superintendent. We have the district plant managers, which are third line division level, which is 4, and department head, which is 5th, and then the plant superintendent reports to a vice president of operations who in turns reports to a vice [79] president of operations, who in turn reports to a vice president executive of operations, who reports to the president.

Q. Now, let me ask you this: how long has this line organization you described existed?

A. As long as I have been a supervisor it's existed. I haven't any knowledge of any other organization, lines of organization.

Q. Well, have the P.B.X. foremen ever reported to anyone else than district installation superintendent?

A. Prior to my being appointed a P.B.X. foreman, they did report to a general foreman. That was before my appointment.

Q. How do you know this?

A. Because I worked for a foreman who reported to a general foreman.

I was a temporary foreman working for a general foreman.

Q. Now, what positions are included within the first level of management?

A. We have construction foremen, plant assignment foremen, repair foremen, central office foremen, which are

called a switching foreman today, control foreman, building cable foreman, and P.B.X. foreman.

Q. Would you please tell me what P.B.X. stands for?

[80] A. It is derived from the private branch exchange, which is a switchboard or a switching system or some telephone apparatus that the customer has on his private premises that is installed and maintained by the telephone company.

Q. Are you familiar with the duties of a P.B.X. foreman?

A. Yes, I am.

Q. Now, based upon your experience and knowledge acquired as a result of holding the various positions you have described, would you please describe what the function of the P.B.X. foreman is?

A. The P.B.X. foreman is assigned an area in a district, either it could be—if there's only one P.B.X. foreman in the district, he could have the entire area or he could work in a sub-district where there's more than one or one or more.

He would have a group of craftsmen which would be apprentices and journeymen working for him.

He would get a building area or an amount of territory, as we say, like downtown. We'd give him a district or an entire area of that where he would be responsible for all the installation activities in that area. He would get his orders for work either from the business office through the plant assignment forces. He would get engineering orders or work orders and normally [81] he would have the total responsibility of all the activities in that area and the responsibility of the people.

Q. Now, you mentioned a crew. Is there anybody assigned to a P.B.X. foreman?

A. Yes. There are a number of P.B.X. apprentices and journeymen assigned to him.

Q. If you know, from the basis of your experience and knowledge what is the average number of journeymen and apprentices assigned to a P.B.X. foreman?

A. It would be eight to ten, maybe more, depending on the type of job he has. Usually about eight to ten right now.

* * * *

[85] Q. Who assigns the work to the crew assigned to the P.B.X. foreman?

A. The P.B.X. foreman does that.

Q. Does he have to check with anybody first?

A. No.

Q. Did you have to check with anybody when you were assigned?

A. As long as I have the capable people in my crew to get the work done with the people I have, I have no problem.

Q. Well, on what basis does the foreman assign specific employees to perform the job, if any?

A. He assigns them by their experience and technical experience, background, their performance ability.

Q. How would he know this?

A. By their training and by being their supervisor.

Q. Does he have access to any of their files?

A. He has access to all the employee's files under him.

Q. Well, what kind of files are we talking about?

A. Well, training records that he would schedule or [86] training. He would know what their training was. He would have their personnel file, which is usually kept in the district office. He would have access to that. He'd have their absentee record, their schooling, and he would program their training.

* * *

[87] TRIAL EXAMINER: There's been some suggestion here, Mr. Deady, that there's a good deal of variation among the P.B.X. installation foremen in terms of their duties or responsibilities.

Have you observed any such? Are you aware of any such?

A. No. All the responsibilities are similar in nature. The job content would be that all first-level management people in the company have an equal responsibility.

* * *

[93] Q. Does the P.B.X. foreman assign work?

A. Yes.

Q. And how does he do this?

A. He assigns the work by the orders that are issued him by the company and the time required to do the work and to get the order done with the service interval and the request by the customer and the ability of the craftsmen to do such.

Q. Did you assign work as a P.B.X. foreman?

A. Yes, I did.

Q. Do you know whether this practice existed subsequent to the strike?

A. Yes, it was.

Q. And now, does the P.B.X. foreman have to check with anyone before assigning the work?

A. No.

Q. Well, how many jobs does a P.B.X. foreman have under his jurisdiction at one time?

A. He could have either, if he's on a large job, just one with all his old crew on, but if he had a crew of eight or ten people, he would probably have six jobs or if one installer may have four jobs for one day or he may have ten years going on jobs at one time.

Q. It varies?

A. Varies; right.

[94] Q. Is there more than one man working on the same job?

A. Yes, there is.

Q. Who determines how many employees work on a particular job?

A. The foreman would do this.

Q. Does he have to check with anybody first?

A. No.

Q. Did this exist when you were P.B.X. foreman, this authority?

A. Yes.

Q. And if you know, did it exist subsequent to the strike?

A. Yes.

Q. Let me withdraw that. Then who determines which particular crew members are assigned to a particular job?

A. The P.B.X. foreman.

Q. And what basis is the determination made?

A. On their ability and their experience and the number of people or the time element to the job.

Q. Does the P.B.X. foreman need approval or permission from any of his supervisors in order to make these determinations?

A. No. Does the craftsman ever get transferred or journeyman or apprentice ever get transferred from one job to another before he's finished a particular job?

[95] A. If the foreman so needed help in another job, he would delegate the craftsman to go to another job or leave his job or if something was more of a priority in his judgment, if he needed the work done, and this other man needed help, he'd move him.

Q. Can this craftsman or journeyman or apprentice move on his own from one job before he's finished?

A. No.

Q. Who, if anyone, does he have to check with?

A. He would check with his foreman.

Q. Does the foreman have to check with anyone before making a decision?

A. No.

Q. Does the foreman ever initiate the decision then to transfer men from one job to another?

A. He does this on a daily basis.

Q. For what purpose would he do it?

A. The work content of the job, a cancellation. He may assign an over to an installer, only one order, and then he wouldn't have the job to go to when he got there. He would have to reassign him to another location.

Q. Do emergencies, as far as time targets, ever arise?

A. You can get a job in Jeopardy. You can call it today. We would move an installer, eight or more installers; as long as he had them under his jurisdiction, he could [96] move them to more than one job for an emergency.

MR. CHRISTENSEN: What do you mean by "jeopardy"?

THE WITNESS: For some reason the service would not be started for the customer.

Q. (By Mr. Turner) As P.B.X. foreman did you move men from one job to another before they completed their assignment?

A. Yes, I did.

Q. Did you have to check with anybody?

A. No.

Q. As district installation superintendent, do you know whether the practice existed under you, as well?

A. Yes.

Q. What "yes"?

A. It did.

Q. And do you know whether this practice existed subsequent to the strike?

A. Yes, it did.

Q. Does the P.B.X. foreman ever loan a man to another foreman in the same district?

A. P.B.X. foremen would do this, as long as it's in the same district. I ought to clarify that. It's more than one district, some sub-districts the superintendent would normally expect the foreman to cooperate with each other and transfer people in his own area to accomplish his work [97] operations.

Q. How do you know this?

A. Because I as the superintendent instructed my foremen to do this, and they did it.

Q. And what about you as a P.B.X. foreman? Did you ever loan a man to another foreman in the same district?

A. Yes, I did.

Q. Did you check with anybody first?

A. No.

Q. Now, who determines when this situation would occur? Why don't you tell us how the situation would arise? Give us an example?

A. Well, if I was a P.B.X. foreman and I had a job that I only had six men available or didn't have any man available, I would go to another foreman and request an installer.

He would send me the installer; I would give him the job; and it would work both ways. If he requested help from he, I would send him help and this would be a

normal occurrence of the day or else we may transfer work back and forth.

The foreman would give me work and I would give him work. This would happen.

Q. Did this happen when you were P.B.X. foreman?

A. Yes, this happened when I was P.B.X. foreman.

[98] Q. And this existed subsequent to the strike, if you know?

A. Yes.

Q. Did you ever borrow employees from another foreman?

A. Yes, I did.

Q. For what purpose?

A. For work problems, technical assistance I needed for different jobs that I may not have anybody available at the time for, had the time to train, so I would get somebody of higher technical skill to do the job for me.

Q. Did you do that as a P.B.X. foreman?

A. Yes.

Q. Were you ever told you had this authority?

A. Yes, I was.

MR. FITZGERALD: I will object unless we get some specific dates and names.

Q. (By Mr. Turner) Who told you this?

A. My—rephrase the question.

Q. Who told you you had the authority to transfer employees?

A. My superintendent at the time, in a general meeting of all the foremen, would instruct us to cooperate with each other, and the total goal of the sub-district office at that time was to accomplish installation activities for the foremen.

[99] MR. FITZGERALD: Same objection and ask it be stricken because it's not specific in details. It's just a generalization.

TRIAL EXAMINER: When was this?

THE WITNESS: This was—

TRIAL EXAMINER: That you were told.

THE WITNESS: I was told this prior to becoming a foreman and subsequently reviewed with me our objectives by superintendents that I worked for.

TRIAL EXAMINER: Objection overruled. The testimony will stand.

Q. (By Mr. Turner) Who determines if a borrowed employe is qualified to do the work?

A. Well, usually the foreman would know that and request certain talents and skills from the foreman and ask him if he'd send him this.

MR. FITZGERALD: Mr. Examiner, I have to object in that I think I have been very patient and we are getting into further and further generalities.

The last answer is whethere usually the man might know this. It's much too general. I think we have to be more specific if we are going to prove supervisory status.

I know we are talking about general company policy and the way it should operate and we will get into more specifics later with foremen, but we are just [100] getting too big.

Q. (By Mr. Turner) Well, why don't you. I ask you as P.B.X. foreman if you borrowed an employe? Did you go through this process you described?

A. Yes, I have.

Q. Did you have to check with anybody first?

A. No, I did not.

Q. Do you know whether this practice existed subsequent to the strike?

A. It did.

Q. Is there a sub-supervisor or a leadman in charge of a group of men working in a particular job?

A. No, there is not.

Q. Why not?

A. Because the only supervisors we have are first-level management people.

* * * *

[104] Q. Who, if anyone, has the authority to excuse tardiness of a journeyman or an apprentice?

A. The craftsman—I'm sorry—the foreman.

Q. What foreman?

A. The P.B.X. foreman or any foreman could do this.

Q. Any first-line foreman?

A. Any first-line foreman.

Q. And would you please give examples of how he would exercise this authority?

A. Well, if the craftsman called the foreman and told him he would be tardy for some reason, he could say, "Fine. [105] When you get to work, we will talk about it."

He could be on the job at 8:00 o'clock and the craftsmen are in there and the craftsman showed up at 8:30 and he explained the reasons for being tardy or being absent and he could excuse this with no further authority.

Q. Well, are you saying he doesn't have to check with anybody when he excuses tardiness?

A. No.

Q. Does he have the authority to refuse to excuse it?

A. Yes.

Q. How do you know this?

A. Because at the time of being a foreman, I was instructed by my superiors that my job was to execute company policy, to have my people work, report for work, and to, if they abused any privileges I gave them, I could withhold that.

Q. Did you ever refuse to excuse tardiness, if you can recall?

A. I can't recall. It's been so long since I had that problem.

Q. Now, as D.I.S., district installation superintendent, did you give any instructions to the P.B.X. foreman under you?

A. Yes, I instructed them, as I was prior instructed by [106] my D.I.S. of my responsibilities.

Q. Do you know if the same authority existed subsequent to the strike?

A. Yes.

* * *

[112] Q. Do the employees ever leave during the middle of the day for personal business?

A. Yes, they do.

[113] Q. Do they have to check with anybody first?

A. Their foreman.

Q. What do you mean by "Their foreman"?

A. Their first line supervisors there they would check with first if they could find him.

Q. What if they couldn't find him?

A. They would check with another first line superintendent and second line superintendent.

Q. Is there such a thing called personal business?

A. Yes, there is.

Q. Is there such a thing called—do employees as to leave at the end of the day for personal business?

A. Yes, they do.

Q. What is the authority as far as P.B.X. foreman is concerned in granting or refusing to grant such permission?

A. He can grant it for just cause in his own mind and to his own satisfaction.

He would grant such unless it was abused.

Q. Does he have to check with anybody first?

A. No, he doesn't.

Q. Did you do this as a P.B.X. foreman?

A. Yes.

Q. Do you know whether this practice existed subsequent to the strike?

A. Yes.

[114] Q. Did you ever grant permission them to leave for personal business?

A. Yes.

Q. Would you give examples of what you mean by "personal business"?

A. Well, if an employee got an emergency call from his wife or he had a doctor appointment, couldn't make in an off hour, had some problem, personal problem that he wanted a partial time or he was going to be late bringing his car in to get fixed or bring his kid to school or go to the doctor, or some nature like that, wife, would be a birth in the family.

This would be pre-determined. He would tell the foreman his wife's going to have a baby some day and he would grant this day off when he would call him and tell him.

Q. What are the options opened to the P.B.X. foreman in paying craftsmen for personal business once he grants the permission, if any?

A. He could either pay them or not, depending on how he saw it.

Q. How do you know he has this authority?

A. Because this is authority that I was told I had this authority to do this.

I could either request hold payment or pay. I [115] was told by my second line supervisor.

Q. When?

A. When I was a foreman.

Q. Do you also instruct as a D.I.S. your foreman anything in that regard?

A. Yes. I told my first line foreman they had the authority to either withhold or pay, as they saw fit.

Q. Do you know whether this authority existed subsequent to the strike?

A. Yes, it did.

Q. Have you ever granted permission to leave for personal business?

A. Yes.

Q. Ever denied it?

A. Yes.

Q. When you were P.B.X. foreman?

A. I could not recall the facts or the time, but I don't—I couldn't give you dates or time.

Q. Did you grant permission when you were a P.B.X. foreman?

A. Yes. I remember granting it, yes.

Q. Did you have to check with anybody at that time when you were granted permission?

A. No, I did not.

Q. Who, if anyone, assigns overtime to the journeymen and [116] the apprentices under P.B.X. foremen?

A. The foreman would, with his workload situation or his work involvement, he would assign the overtime to the craftsman under his jurisdiction, for him.

Q. Does the P.B.X. foreman, as you know, need any written or oral authority in order to assign overtime?

A. He would assign all overtime as necessary to make

the customer's service commitments that are made by the telephone company.

There are objectives that are set by district installation superintendent and district plant manager of certain objectives of his of overtime that a foreman should work under as far as curtailing the overtime.

He's told not to work unless he can justify it in his own, for one.

Q. Can you give an example what would an objective be?

A. We had an objective of when I was a foreman of 5 per cent. Now it may be 25. I don't know.

When I was a manager in Franklin it was close to 50 per cent a week objectives. We would let the foreman work this way.

Q. Who's "we"?

A. As a superintendent and as a district plant manager, we would delegate them this authority.

Q. Who is "them"?

[117] A. The P.B.X. foremen and they would make this judgment either to work or not work.

That's their responsibility.

Q. Well, could they ever deviate from these objectives?

A. Yes, they do.

Q. Under what circumstances?

A. If the foreman had an objective, say, of 20 hours a week and he had already worked everybody in his crew 20 hours a week and he had a job that had to be completed, he would go ahead and work that man or the people required to do that job.

Q. Does he have to check with his supervisor or anybody first?

A. No. He is instructed by the supervisor that the customer service is the prime objective as a supervisor.

MR. CHRISTENSEN: When you say "objective," do you mean a limitation?

THE WITNESS: No. It could be a limitation or objective we don't reach.

We have objectives set for 5, 10 per cent overall. We don't have any limitations on it, to that point.

We have guidelines we are trying to put in here. A foreman would work X-number of hours per man per week for health and reasons of the craftsman.

[118] We would try to help work everybody equally.

* * * *

Q. (By Mr. Turner) Well, to the best of your knowledge and based upon your knowledge and experience, has the P.B.X. foreman's authority changed with regard to overtime since you were a foreman?

A. No.

[119] Q. As district installation foreman did you instruct the P.B.X. foreman what their authority was as regards overtime?

A. Yes.

Q. What did you tell them?

A. I told them it was their responsibility as foremen to work overtime as required to do the job, and they should execute this authority.

Q. With respect to overtime, who determines if it is needed on a particular job?

A. Well, the foreman would be the prime one who would know, the P.B.X. foreman or the first level supervisor would know the job requirements.

He would set the requirement on the overtime. He would schedule it to the craft and he would tell the superintendent after the fact in most cases why he worked it.

Q. Are there men required to work a certain number of hours a week?

A. The men are scheduled for 40 hours a week.

Q. Who determines what men are to work overtime and what basis is this determination made?

A. The foreman would be. At the time of the overtime that would be required, he would be instructed by his superintendent to give the overtime to the people that were [120] qualified and as much as within his ability, to equally distribute across his whole work force.

Q. Is there an overtime list?

A. Yes, there is.

Q. Would you please tell us what this overtime list is?

A. This was a list that was—when I was a foreman, we had such a list and it's in the same general content today.

It's a charge, a record of the hours worked, and the hours refused by the individual craftsman, who in turn worked for the foreman.

Q. What is the purpose of the overtime list?

A. The overtime list is a method that we would use as a foreman to equally distribute the overtime in our own group and as a superintendent to keep it across the foreman and his group and, as a manager, to keep it equally distributed between his superintendents.

Q. Well, the P.B.X. foreman deviates from the overtime list?

A. He does, yes.

Q. Did you say P.B.X. foreman?

A. Yes, I did.

Q. Under what circumstances?

A. If I had a particular job that was required the [121] talents of an installer, what happened to be a frozen list, I didn't refer in the list, he would be frozen as far as the overtime.

Q. Explain "frozen," please.

A. Well, we would have—an agreement with the general foreman and the chief steward who would usually negotiate with the superintendents and they would say anybody over 25 hours of the average would be frozen.

TRIAL EXAMINER: You mean you wouldn't get any more?

THE WITNESS: We shouldn't allow. He shouldn't be the prime guy to work. He should work after everybody else had worked. This was the objective we had on this. If he happened to have the talent and the only one available, we would work.

Q. (By Mr. Turner) What percentage of the overtime list is usually frozen?

A. It varies depending on the amount of work—I would say in some areas, in some gangs they probably have 40 per cent of it frozen.

Q. Then is there a 60 per cent leeway as far as discretion with the P.B.X. foreman?

A. Yes, there is. I would say—

MR. FITZGERALD: That makes 100 per cent.

Q. (By Mr. Turner: Then how would he choose between the 60 percent that is not on the frozen list?

[122] A. Well, he would actually take the lowest man with the capability to do the job and work him.

Q. So then the lowest man would not necessarily have the capabilities in all instances?

A. He would not have the capabilities.

Q. Who makes the decision?

A. The foreman.

Q. What foreman?

A. P.B.X.

Q. Did you make this determination?

A. Yes.

Q. Do you know if this practice exists today for P.B.X. foreman?

A. Yes, it does.

TRIAL EXAMINER: Supposing there was disagreement with some of these determinations of yours. You have mentioned quite a few areas in which the foremen had a certain amount of flexibility.

What if your decision didn't find favor with your crews.

What do they do about it?

A. THE WITNESS: I'd have a grievance.

TRIAL EXAMINER: Who would it go to?

MR. FITZGERALD: Go to me.

TRIAL EXAMINER: He said it would go to—

[123] MR. FITZGERALD: Go to me.

TRIAL EXAMINER: He said it would to—

THE WITNESS: As a foreman I'd get the grievance.

Q. (By Mr. Turner) Could it go to the steward?

A. Yes.

Q. Who would the steward bring it to?

A. The steward would bring it to me.

Q. I'll come back to that area a little later.

TRIAL EXAMINER: We'll take a short recess.

(Recess taken)

TRIAL EXAMINER: On the record.

Continue with the examination.

Q. (By Mr. Turner) In your last answer you said "we" or "me."

Who did you mean?

A. I mean P.B.X. foremen.

* * * * *

[125] Q. The PBX foreman, if you know, does he have any authority with regard to disciplining employees?

A. Yes.

Q. As far as journeymen are concerned, would you please give examples of the type of discipline that a P.B.X. foreman can administer, if you know?

A. A P.B.X. foreman can discipline a journeyman for tardiness. He could suspend for violation of company policy. He could recommend termination.

Q. Could you give some examples of the various types of discipline that you have just enumerated, how they [126] would occur, how they arise?

A. If a P.B.X. foreman had reasons to go to a job and his people weren't there and he happened to find them either intoxicated on the job or in a saloon someplace on company time, he would suspend.

Q. Do you know of any case that this happened?

A. This happened to cases where I was a district plant manager. I have done this as district plant manager myself.

Q. You said it happened. Who did it happen between when you were district plant manager?

A. It happened between the supervisor and the craft; the supervisor; P.B.X. foreman suspended the people in this case.

Q. Do you remember what year this was?

A. This was probably—let me see—'69, sometime. That would be one of my foremen did this.

Q. And do you recall the foreman?

A. I recall a recent case of a foreman, Mr. Shaffer did this.

Q. And what is Mr. Shaffer's position?

A. He's a P.B.X. foreman.

Q. And do you recall what Mr. Shaffer did in this case?

A. Well, he'd go back to a job at night and the men [127] weren't there and he'd visited the local bar in the building that was there and he had found his employes there and he sent them home.

Q. How do you know this?

A. Because I had records of that and he had told me this or the records in the company where he had filed this superior action and—

Q. And do you know whether these employes were sent home?

A. They were sent home that night.

Q. Do you know whether they checked with anyone before sending them home?

A. No.

* * * * *

[128] Q. (By Mr. Turner) You mentioned the authority to discipline for tardiness.

Will you please elaborate on this?

A. If a foreman—

Q. What type of foreman?

A. A P.B.X. foreman, a first line foreman. Can I clarify something.

That a foreman is a foreman. All foremen are equal in the company. He keeps me asking—asking me about what foremen. They are all foremen, as far as I'm concerned, all first level foremen, and I had all of them working for me. So I refer to all foremen.

[129] Is that all right if I stipulate myself. I get tired of him asking me the same questions.

TRIAL EXAMINER: You may be tired, but he may from time to time, to keep the record very clear, ask you anyway.

THE WITNESS: A P.B.X. foreman, if he asked me if he had an employe, either an apprentice or a craftsman journeyman, so-called working for him who was a chronic tardiness, we call chronic, if he had talked to him, he had visited him on the job and he wasn't there and he gave him explanation and he may have documented, he may have not documented it, all depending

on what the foreman—the way the foreman would operate, he would say the next time you're tardy, I'm just going to have to dock you, and he would dock him some part of his salary.

Q. (By Mr. Turner) How do you know about this authority?

A. There was this given to me as a foreman. I was told my job was to execute the company policy and have people to work on time.

Q. Who told you this?

A. My superintendent. And the company, when I was trained as a foreman, I was told attendance was part of my job.

* * * *

[132] Q. Now, you mentioned suspension. What is the authority of the P.B.X. foreman, if you know, as far as suspension?

A. Well, I have a case, a recent case now, of a P.B.X. foreman who had people reporting on a job and left the job, they called on the job, and it was in the First National Bank. It was 1969. This is a matter of record because the cause was under me. As a manager, I sat in on the arbitration—not the arbitration—but the [133] grievance procedures of this case.

* * * *

[134] Q. Do you know in fact who disciplined them at the first step?

A. The first step the foreman sent them home.

Q. Do you know if he checked with anybody first?

A. Not as far as I know, he didn't.

* * * *

Q. (By Mr. Turner) Does he have authority to send a [135] man home, the P.B.X. foreman?

A. Yes, he does.

Q. And how do you know this?

A. He's told he has the authority to uphold company policy.

Q. Does he have to check with anybody first?

A. If he's going to suspend under the terms of the agreement, he would notify the steward.

Q. Would he have to ask permission from a supervisor first?

A. No.

Q. Did this authority exist when you were a P.B.X. foreman?

A. Yes, it did.

Q. Were you told this by anybody?

A. At the time of my reviewing—being foreman and reviewing the contract, we spent a whole day on the contract and the authority of the first level of management, and this was spelled out by our general personnel people at our training session what our authority was and our superintendents'.

Q. Did I ask you if you ever told any P.B.X. foreman that they had this authority?

A. Yes, I did.

Q. What position did you hold at that time?

[136] A. I had the position of a superintendent when I had P.B.X. foremen working for me.

I told them they had this authority and as a manager I told my superintendent to tell their foremen they had the authority.

Q. Well, you mentioned documents before.

Does a foreman ever prepare documents when he disciplines an employee?

A. The foreman in his training on the union contract and his personnel matters is told to keep some record of any matter that is brought to him by a craftsman or a steward for future use in a grievance procedure.

If he terminates and resolves the problem, he may make a personal note and keep it in his personal file, but he's instructed to keep some record of the time and date they would do this.

Q. Well, let me ask you this: as far as discharging an employee, what is the authority of the P.B.X. foreman?

Discharging or termination, as we call it, is the very greatest offense to our company. We don't do it very readily, but the foreman's recommendation or a previous disciplinary action that was executed by the foreman or he was a part of, foreman, may be more than one fore-

man, would all be part of the recommendation or the total case, whether it would be decided at the—probably what [137] happened, the last foreman who was involved with an action of the employe would recommend termination.

Q. Is a higher level manager above the second or third level, what weight is given to the P.B.X. foreman's recommendation with regard to discharge?

MR. FITZGERALD: Objection. Now, I don't mind this witness testifying what his objective, mental mechanics may be here; but unless there's some other objective, criterion for what some other people may give in the question of weight, it's not a proper question.

TRIAL EXAMINER: Are you in a position to discharge anybody?

THE WITNESS: Yes. I'm in a position to recommend termination like anybody else. I can go to arbitration.

TRIAL EXAMINER: You are in a position to recommend?

THE WITNESS: Right.

TRIAL EXAMINER: And in making that recommendation do you take into account recommendations of the foremen?

THE WITNESS: Very highly, sir.

Q. (By Mr. Turner) Let's be more specific in this area. Would you ever recommend termination of a journeyman or an apprentice without consulting with the foreman of this apprentice or journeyman?

A. No, I would not.

Q. How does a P.B.X. foreman know that he has the [138] authority to recommend discharge, if you know?

A. At the training sessions again, the personnel training session where the contracts review, they go into great detail. He's told at that time. He's told by his superintendents and I have instructed him in a general, either individually or the group, that their authority and their recommendations are highly weighed by the telephone company.

I have never seen a craftsman that's been terminated if the foremen said, "Don't terminate him." He'd usually get another chance.

Q. Have you ever seen a foreman say, "Don't terminate him"?

A. Yes, I've seen a foreman that would give him another chance.

They actually recommend termination once and we get the foreman to concede his termination and transfer the employe away from him and give him another chance.

I've been in those sessions.

* * * *

[141] Q. (By Mr. Turner) Who does the district installation superintendent, if you know hold responsible for the completion of the work that a P.B.X. foreman assigns?

A. He holds the P.B.X. foreman responsible.

Q. Who, if anyone, if you know, is responsible for the safety of the journeymen and apprentices?

A. The foreman is responsible for the people under his supervision for safety, P.B.X. foremen.

Q. Does he do anything in this reg[ard]?

[142] A. Well, he visits the job. If he had a case of unsafe act, he would stop the work operation or instruct safety.

Q. Does he ever hold meetings on safety?

A. He schedules meetings every quarter. They are scheduled by the company to hold these meetings.

Q. Are recommendations ever made by P.B.X. foremen with regard to promotion?

A. Yes, they are.

Q. Are these recommendations ever solicited from P.B.X. foremen?

A. The superintendent would solicit the recommendations of his foreman before he in turn would rule on the people the foreman would recommend.

He would have maybe eight foremen working for him. He asked the foremen for the top craftsmen or people they recommend for foremen and from that he would select X-number of names for supervisor promotion.

Q. Were recommendations ever solicited from you as P.B.X. foreman?

A. Yes. I was solicited for people for recommendation when I was a foreman.

Q. Have there been recommendations from P.B.X. foremen subsequent to the strike?

A. Yes, there has.

Q. How often are these recommendations solicited, if [143] you know?

A. The superintendent would probably keep what we call a bench of potential people that are ready for advancement in the company, and he would ask the foreman to evaluate his people, write a recommendation of people that are capable of being management trainees or for transfers of certain types of work in the company.

Q. As a supervisor of P.B.X. foremen and a supervisor of district installation superintendent, if you know, what weight is given to the recommendations of the P.B.X. foremen?

A. The P.B.X. foreman's recommendation is regarded very highly. In fact, we would have—I myself have never appointed anybody without the recommendation of the P.B.X. foreman, nor has my superintendent.

He would always get at least some foreman to recommend a particular person to be a foreman, but the foreman's recommendation would come prior to any appointment.

* * * *

[148] Q. Well, would you describe the instances when a foreman, any first line supervisor or foreman, get a raise at Illinois Bell?

A. A foreman would get a raise when he is promoted from craft to foreman, the initial increase, and then he would go on a management wage administration policy and the superintendent would actually put in the category of his ability and when his intervals of his increases should take place.

Q. Well, does the union, does Local 134, if you know, negotiate any wages for the P.B.X. foremen, building cable foremen, and general foremen?

[149] A. No, they do not.

Q. No what?

A. They do not.

Q. Did they ever?

A. Prior to 1955 when I was first a foremen, we were listed in the contract as a wage—as a foreman. We were listed in the contract and our wages were negotiated by them.

Q. If you know, does Local 134 negotiate any benefits for the building cable foremen, general foremen, or P.B.X. foremen who are members of Local 134?

A. They do not.

Q. By the way, and prior testimony when I refer to building cable foreman, P.B.X. foreman and general foreman, are your statements true they were referring to Local 134, members of Local 134, building cable?

A. Building cable P.B.X. and general foremen.

* * * *

Q. How are the foremen paid, P.B.X. foremen paid, as far as their salary?

A. The foremen are paid by a wage administration policy of the company. They are paid a monthly salary.

* * * *

[156] Q. (By Mr. Turner) Now, as far as supervision of the first line foremen, you testified earlier that the district installation superintendent supervises the first line foremen?

A. He does.

Q. How close is this supervision?

A. He would have a—the superintendent would have eight maybe varying responsibilities in a district. He may have insulation foremen wire, not P.B.X. foremen, assignment foremen and P.B.X. foremen working for him. He would have in some cases the responsibility of the assignment plus the station to station and P.B.X., so he would not be indirect contact with all foremen underneath him on an hourly basis or day-to-day basis.

Q. What is the superintendent or wire chief's day-to-day contact with the crew under the P.B.X. foreman, if you know?

A. It's very nominal. He would be maybe visiting a job or two. Where the foreman is in the field 70 per

cent of the time, the superintendent is in the office 70 per cent of the time.

Q. Well, then how often would a superintendent go round checking the jobs with an individual P.B.X. foreman?

A. Once a week, once a month, depending on how his [157] was available.

* * * *

[164] MR. TURNER: Well, based upon your experience and knowledge, where does this grievance procedure being, if you know?

THE WITNESS: It begins at the first level of management, the foreman.

Q. (By Mr. Turner) How would it arise?

A. An installer or craftsman or apprentice would either himself or with the steward bring a grievance to the foreman.

Q. Well, are you saying there are alternatives at [165] the first step.

A. The craftsman could go to the steward and the steward could talk in his behalf.

Q. To who?

A. The foreman, the first line foreman.

Q. Could the craftsman go directly to the foreman?

A. Yes, he could.

* * * *

Q. (By Mr. Turner) Based upon your experience and knowledge, will you please tell me who the first company representative is that is contacted by a steward or an employe with a grievance or a complaint?

[166] A. The first line management, the foreman.

Q. Who do you mean by this?

A. Any first-level management, foreman, would be construction foreman, plant assignment foreman, P.B.X. foreman, building cable foreman.

They would be considered the first line grievance procedure.

Q. Are there any other foremen within this first line foreman that you mentioned?

A. All foremen in the plant that would be the switch foreman, construction foreman, line foreman would be

the first level of management that would get this grievance.

Q. What about the plant assignment foreman?

A. Plant assignment foreman would get this. Anybody who would have craft people reporting to him would be the first line.

Q. Based upon your experience and knowledge, what is the authority, if you know, of the P.B.X. foreman or first line supervisor at the first step of the grievance procedure?

A. As a P.B.X. foreman and my instruction from the company, I was instructed I was to resolve all grievances possibly at the first level, and this was the intent of the company and still is, so far as I know, the first step [167] should resolve all grievances they possibly can.

Q. Who?

A. The first line supervisor.

Q. And did you ever instruct any P.B.X. foremen in this regard?

A. Yes. I instructed all new P.B.X. foremen that would come through me, and like I referred before, this problem of suspension is not the grievance procedure. It is handled by the foreman, most grievances never get above the first step.

Q. What do you base this statement on?

A. Because we have very little grievances and I know they are resolved by the foreman because they report and they would document the meeting they had with the craftsman or make a note of it or tell us or review with us they resolved some problem that they had, and I did this myself.

Q. Well, let me just clarify this. From what you just stated then, do I understand the P.B.X. foreman or first line supervisor can adjust grievances?

A. Yes.

* * * *

[169] Q. (By Mr. Turner) I don't know if the last question was answered. Let me ask the last question over again.

Do I understand correctly that the foremen can adjust a grievance at the first step?

A. Yes, he can.

Q. Under what circumstances, if you know?

A. If the foreman had got a complaint of a time charge or overtime not being paid or some nature of that or if he had erroneously did something himself in violation of the contract, he would adjust it.

If he had docked the person without just cause or—he would adjust it and pay the person for that, and he would be told to do this as a manager, to use good judgment.

Q. When is he told this?

A. He's told this when he's appointed as a supervisor in his course of training and instruction by his second and third level.

Q. Were you told this?

[170] A. Yes, I was.

Q. As a P.B.X. foreman did you ever participate in any grievances as you defined them?

A. I had grievances brought to me as a P.B.X. foreman, mainly overtime allocations by me either from the steward or from the craft.

I had work conditions brought to me as a foreman.

* * * *

[178] Q. Did you ever instruct anybody with regard to what they should say or if the first line foreman is bypassed?

A. I have sent chief stewards back. I sent one back in particular, I recall, on a problem he had, he brought to me as a general problem, and I says, "Is this a grievance or not?" He said he wanted to discuss it and I said, "You better discuss it with the foreman first before you discuss it with me."

I was the plant manager, and he came to me as the plant manager, the chief steward.

Q. When was this?

A. This was in '67.

Q. And you told him what?

A. It's an overtime problem he had.

Q. It's an overtime problem. And who did you tell him to go to?

A. I told him to go back to the foreman.

Q. Which foreman?

A. The foreman he worked with, the foreman that had the problem.

He was the chief steward. He had bypassed the superintendent.

Q. Who is "he"?

A. Mr. Edward Ryan, R-y-a-n, I believe.

* * * *

[186] Q. (By Mr. Turner) In your experience what type of grievance or complaint would the employe bring directly to the P.B.X. foreman?

A. Matters of overtime, of pay agreement, schedule or non-schedule of work, off-hour calls, it wasn't paid for properly by the company, the accounting system, breakdowns.

We would bring this to the foreman.

TRIAL EXAMINER: Are there any complaints or grievances he might have he could take somewhere else?

THE WITNESS: No. His sole contact with the company is the foreman.

[187] TRIAL EXAMMINER: Go ahead.

Q. (By Mr. Turner) Who determines whether or not the P.B.X. foreman has the authority to resolve the grievance at the first step, if you know?

A. He resolves. He knows what his authority is.

Q. At the first step then what form does the grievance take, if you know, based upon your experience and knowledge?

A. It's an informal step.

Q. Is it oral or written?

A. Oral. Very seldom it's written, unless the foreman has some reoccurrence of some problem being developed, a chronic problem, he would keep a document for himself, just an oral discussion.

Q. Based upon your experience and knowledge, is the authority of the first line foreman changed since you were P.B.X. foreman?

A. No, it has not.

Q. Does the same authority exist today, if you know?

A. Yes.

Q. Based upon your experience and knowledge, what is the general foreman's role—

Mr. Deady, just to clarify the record, when you are speaking of foremen, who are you referring to?

A. I am referring to P.B.X. foremen, building cable [188] foremen, construction foreman, plant assignment foremen, all foremen in the plant department who would have people reporting to them.

Q. What development level?

A. That's the first level of management.

Q. Now, what level is the general foreman?

A. The general foreman in the company organization is between a foreman and a superintendent.

Q. Is he in the line directly in line organization?

A. He's a staff organization on the personnel, but he reports to a division personnel supervisor who is the third level.

Q. Based upon your experience and knowledge, what do the general foremen do in each stage of the grievance procedure?

A. They would represent the personnel department of the company knowing the overall or divisional policy. He would be representing the district personnel supervisor.

TRIAL EXAMINER: It seems to be one person named here in appendix A of the complaint who had the title of test center foreman.

What's that?

THE WITNESS: That is the foremen who would have testers who work in the office craft people testing the lines before we would dispatch the repairman, and that's [189] another job title in the maintenance side of the business.

TRIAL EXAMINER: Do you know anything about his general duties?

THE WITNESS: Yes. I have had them working for me as a manager.

TRIAL EXAMINER: What is their duty—how do their duties compare with the installation foreman in

type of authority over employes or participation in grievances?

THE WITNESS: They have the same authority.

TRIAL EXAMINER: All right, Mr. Turner.

Q. (By Mr. Turner) Continuing with that line of questions that have just been asked, let me also ask you to compare the authorities of a P.B.S. foreman with that of a control foreman.

A. A control foreman would have crafts people working for him, not members of Local 134. He could have both.

He would have dispatchers and girls and he would be working under the superintendent in charge of the clerical functions of a sub-district.

He would maintain records of this nature, clerical function. He'd also, if required, supervise. If he was a P.B.X. foreman and a control foreman, he [190] would supervise P.B.X. installers.

Q. Comparing the authority with the P.B.X. foreman and control foreman with regard to grievance—discipline?

A. Same authority.

Q. What about grievances?

A. Same authority.

Q. What about transferring employes?

A. Same authority.

* * * *

[193] Q. (By Mr. Turner) Now, beginning with the control foreman and comparing his authority with the P.B.X. foreman, I asked you if the control foreman and the P.B.X. foreman, to compare this authority with regard to assigning work.

A. The—what would the control foreman assign? He would assign work in his—

[194] Q. I mean compare this with the P.B.X. foreman.

A. Same, similar, he would assign work.

Q. What about excusing tardiness?

A. He would do this.

Q. With regard to the plant assignment foreman, would you compare his authority with the P.B.X. foreman with regard to discipline?

A. He'd have the same.

Q. What about grievances?

A. The same.

Q. Transferring employees?

A. The same.

Q. Assigning work?

A. The same.

Q. Excusing tardiness?

A. The same.

Q. Now, with regard to the building cable foreman—

TRIAL EXAMINER: Are there any respects in which they differ in these matters from installation foreman?

A. Not that I know of.

Q. (By Mr. Turner) With regard to the control foreman and plant assignment, the building cable foreman, has their authority, if you know, changed since prior to the strike?

A. They have not.

* * * *

[200] TRIAL EXAMINER: What is this staff function?

THE WITNESS: A staff supervisor. I have them reporting to me now. I have P.B.X. foremen reporting to me as staff supervisors in my present job.

They are card-carrying members of 134. They will return eventually to their job, that's why they are—

Q (By Mr. Turner) That's why they are what?

A. They are staff supervisors. They will return as P.B.X. foremen eventually when their tour of duty is up.

Q. That's what why what?

[201] A. That's why they retain their card.

TRIAL EXAMINER: What do they do as staff supervisors?

THE WITNESS: They would be in charge as a divisional staff function of technical matters relating to the installation of the job, prepare procedures. They would interpret policies and procedures for a general basis for a division or in my case for the whole company.

TRIAL EXAMINER: What is an assistant staff supervisor?

THE WITNESS: Assistant would be the first line, staff would be the second line.

TRIAL EXAMINER: What is an assistant staff supervisor doing? Advising employees?

A. He does not have employees reporting to him.

TRIAL EXAMINER: Would he have any occasion to participate in grievance negotiations or settlements?

THE WITNESS: No.

* * * *

[276]

CHARLES GERMAIN

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board, and having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Turner) Would you please state your name?

A. My name is Charles Germain. I live at 11001 South Emerald, City of Chicago.

Q. Where are you presently employed?

A. I am employed with Illinois Bell Telephone Company.

Q. And what is your current position?

A. My current position is staff supervisor of general plant personnel staff on wages and working conditions.

* * * *

[277] **Q.** Now, would you please describe your current job duties?

[278] **A.** My current job duties are one of whom is

interpretation of the union agreement and teaching the union agreement to new foremen.

I have another duty of salary administration for management and craft as far as benefits, holiday allowances, and so forth, when it becomes a union grievance.

My main job is interpretation of union agreements with management people.

* * *

[310] Q. Do you have access to records and figures dealing with the total employe complement and managerial complement?

A. Yes, I do.

Q. Did I ask you to prepare figures showing the number of foremen who are required to be members of Local 134 as compared to the craftsmen under Local 134's jurisdiction as of 1968 and 1970?

A. Yes, I did.

Q. Did I also request information showing the total number of union eligibles and assistant council T-4 as of 1968 and 1970?

A. You did.

Q. Did you prepare those figures?

A. Yes, I did.

[311] Q. Did I also ask you to prepare figures showing the number of Illinois Bell managerial employees as of January, '68, and January, 1970?

A. Yes, you did.

Q. Did you prepare these figures?

A. I did.

MR. TURNER: Would you mark this General Counsel's Exhibit No. 13?

(General Counsel's Exhibit No. 13 was marked for identification.)

Q. (By Mr. Turner) I show you now what has been marked for identification as General Counsel's Exhibit No. 13.

Are those figures that I referred to?

A. Yes, they are.

Q. Would you please explain the terms of those that are referred to in that document that I have given you marked as General Counsel's Exhibit No. 13?

TRIAL EXAMINER: Do you have any other copies of that at the moment?

MR. TURNER: No.

MR. FITZGERALD: Can I take a look at it?

TRIAL EXAMINER: Off the record.

(Discussion off the record)

[312] TRIAL EXAMINER: On the record.

Q. (By Mr. Turner) Mr. Germain, would you please explain General Counsel's Exhibit No. 13, what you mean by "total company management" and what does that include?

A. Total company management, 1-F, and above the 1-F is parimarily our clerical supervisors, our district instillation girls, and our staff girls who are not union eligible, includes 1-F and above and the 1-E's are district secretaries to the district installation—to the district plant managers, the personnel staffs, schedule 6 are the department heads, personnel section, and that type of employees and all other management people, including the vice president and the president, were all included in this figure.

Q. Mr. Germain, did I also ask you to prepare—

MR. FITZGERALD: Just one on voir dire.

VOIR DIRE EXAMINATION

Q. (By Mr. Fitzgerald) Are you referring to the last line?

A. Yes.

Q. That includes some secretarial people?

A. Right.

DIRECT EXAMINATION (Contd)

Q. (By Mr. Turner) Did I also ask you to prepare [313] figures showing the clerical secretarials that are included within that total company management figure?

A. Yes, you do.

MR. TURNER: Mark this for identification Exhibit 14.

(General Counsel's Exhibit No. 14 was marked for identification.)

Q. (By Mr. Turner) Mr. Germain, I show you what has been marked for identification as General Counsel's Exhibit No. 14.

Did you prepare that for me?

A. Yes, I did.

Q. I asked you too—

A. You asked me to exclude all the clerical manager people, 1-E's and 1-F's on schedule 6 and the total without—rather than being for January, 1968, is 80208, with the clerical supervisors included it's 9379 and the 1970 figure without the clerical supervisors is 9107 included is 10544.

Those are the changes.

Q. And then the figure then on General Counsel's Exhibit 14 do not contain—

A. The 1-E's.

Q. —any secretaries or anybody else than higher [314] management; is that correct?

A. That's right. Above 1-E.

Q. What does that include? You better go up above 1-D.

A. 1-D would include girls who are supervisors and 1-C's who are supervising other union eligible and it also includes the foremen, the staff people, and so forth, plant assistant in all departments.

That includes the commercial, the traffic, chief operators, that type of thing.

Q. Going back to General Counsel's Exhibit No. 13, you have here in the middle of the page P.B.X. Local 134, Chicago and suburban, what does that craft figure for 1968 represent?

A. The craft figure for 1968 represents—suburban, which is the building cable P.B.X. journeymen and the apprentice and building cable apprentice.

The Chicago figure includes the P.B.X. journeymen, building cable journeymen, the apprentice and both P.B.X. and—

Q. What about the foreman figure, what does that include?

A. That includes the first line foreman and the general foreman.

Q. Who do you mean by the first line foreman?

[315] A. The P.B.X. foreman, the building cable foreman.

Q. So that only three classifications of foreman are included within that figure of foreman?

A. That's right.

Q. And those are the ones that are required to be members of the contract under Local 134?

A. That is right.

Q. Is the same true of 1970 figures?

A. The 1970 figure is the same.

I have the suburban craftsmen, suburban foremen, and the Chicago craftsman and Chicago foreman, those in Cook County, 134.

TRIAL EXAMINER: Any objection to 13 and 14?

MR. FITZGERALD: No.

TRIAL EXAMINER: They will be received.

* * *

[321] Q. (By Mr. Turner) Do you have access to files listing the first line and general foreman's salary as of July, 1969?

A. Yes, I do.

Q. Did I ask for such a document?

A. Yes, you did.

MR. TURNER: Will you mark this Exhibit No. 16.

(General Counsel's Exhibit No. 16 was received in evidence.)

Q. (By Mr. Turner) Mr. Germain, I show you what has been marked as General Counsel's Exhibit No. 16.

Is this the document you previously referred to?

A. Yes. This document is a schedule 2 of the salary station guide.

MR. FITZGERALD: You may have asked. It's a printed form. Is it prepared for some other purpose?

MR. TURNER: I don't know. Do you want to ask [322] that on voir dire?

TRIAL EXAMINER: You are offering this into evidence as evidence of what?

MR. TURNER: Evidence of the salaries of the personnel in question, P.B.X. foreman, general foreman.

TRIAL EXAMINER: Now, do you have any questions?

MR. FITZGERALD: I have no way of questioning the authenticity. I was wondering why it was in printed form.

TRIAL EXAMINER: What does this come from?

THE WITNESS: That comes from the management salary administration files, a copy of that is in every district plant manager—

TRIAL EXAMINER: Any objection to its receipt?

MR. FITZGERALD: No.

TRIAL EXAMINER: It will be received.

* * * *

[361]

LEONARD FARRELL

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board, and having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Turner) Would you please state your name and address for the record?

A. Leonard Farrell, the address is 4019 South Raymond, Brookfield, Illinois.

Q. What is your current position? Are you presently employed?

[362] A. I am presently employed by the Illinois Bell Telephone Co.

Q. And how long have you been employed there?

A. Fourteen years.

Q. And what is your current position?

A. My current position is a P.B.X. installation foreman outside of the jurisdiction of 134.

It's outside of the Cook County area.

* * *

[374] TRIAL EXAMINER: As a regular journeyman worker you were in all respects a full-fledged member of 134?

Did your relationship to 134 change in any way [375] when you became an installation foreman?

THE WITNESS: No, not to my knowledge, except that my authority change and I no longer was responsible to the jurisdiction of the union steward, per se.

* * *

[381] Q. (By Mr. Turner) Why did you go back to work? What led you to go back to work?

A. It's a tough question to answer in a few words. At the inception of the strike, I was told by a fourth level of management that it was completely up to the discretion of the foreman if I chose to work for the telephone company, had a job for him; and if he chose not to work, it would not be held against him in any way.

He would have a job when the strike was over, and it was left completely up to the discretion of the individual foreman. There was no pressure put in either direction; and after this meeting it was the consensus of the foreman, the first line supervisors that I worked with, to not go to work.

* * *

[383] You may continue.

Q. (By Mr. Turner) Mr. Farrell, did you vote with regard to the strike?

A. To my knowledge, I did not.

Q. Was a vote taken?

A. Yes, I believe there was one taken.

TRIAL EXAMINER: All members of 134 were eligible to vote, as far as you know?

THE WITNESS: Yes.

Q. (By Mr. Turner) Mr. Farrell, were there any promises made to you by the company to induce you to come back to work?

A. No, there were absolutely none.

* * * *

[390] CROSS-EXAMINATION

* * * *

[404] Q. (By Mr. Fitzgerald) Now, when you returned to work during the strike, you performed what is commonly-known as journeymen work; isn't that correct?

A. And maintenance work, restoration of telephone service that was out of service.

Q. In other words, do I understand you would mean work of Local 134 and work that falls within the jurisdiction of other local unions?

A. Yes.

Q. But all of this would have been journeymen type work; would it not?

A. Well, except that for the work that I did that was in the maintenance, it would fall out of the classification of 134 into the repair end.

Q. But it is correct that this is the type of work that the men who were on strike and who held the journeymen's position with the company, whether in 134 or not, would have been doing if they were not on strike?

[405] MR. FURLONG: May I make a clarifying suggestion to try to clarify this question.

The term "journeyman" is usually more generally associated with the 134 people and with the non-134 people, I think, and I think that's what is confusing the witness.

TRIAL EXAMINER: Well, the question in brief, Mr. Farrell, is you were doing production work as distinguished from supervisory work during that period; correct?

THE WITNESS: Yes.

Q. (By Mr. Fitzgerald) That's exactly the point. This was the work that people on strike would have done if they weren't there; is that correct?

A. Yes.

* * * *

[409] Q. (By Mr. Fitzgerald) Mr. Farrell, after reading the form stateemnt which is in evidence as Local Exhibit No. 7, did you introduce any evidence or testimony denying the fact you did the work of journeyman electrician during the strike?

A. No. At the time of the hearing I did not deny or admit to working during the strike. I just read the statement.

Q. Was this statement prepared and furnished to you by the association; that is, the Bell Supervisors?

A. Yes.

Q. After you received your notice that you were found guilty and subject to a fine or assessment, did you then appeal this through the local or through the international union vice president's office and then up to the president's office?

A. Yes. I don't remember the exact procedure but I did appeal it all the way up.

Q. You followed the procedure and again their assistance was furnished to you by the association in this regard?

[410] A. Yes, it was.

Q. Now, after the international president denied your appeal did you then pay the fine?

A. Yes, I did.

Q. and did you submit vouchers or a voucher at least to the company to be compensated for this fine; that is, to have the company compensate you for your paying the fine to the local union?

A. I don't remember the exact procedure of how it was done, but the company did ultimately pay the fine.

Q. Let me show the document furnished by Mr. Furlong from the company and it's entitled "Expense Voucher" and appears to have the signature "Leonard F. Farrell."

A. Yes, that's my signature.

Q. Does that refresh your recollection that you signed and submitted a document of that type, at least one?

A. Yes.

Q. Now, this document bears the total of \$380.00, but did you receive the full \$500.00 which was the amount of the fine from the company?

A. To the best of my knowledge, yes.

* * * *

[421] Q. Now, you testified that you were in a test center foreman job category at the present time; is that correct?

A. No, no, that's not correct. I held that position for approximately a year between 1969 and the year of 1969.

Right now the P.B.X. installation foreman is outside the jurisdiction of 134.

* * * *

[422] MR. TURNER: Mr. Trial Examiner, I want to clear up a few things before we get into the next witness. First of [423] all, I want to offer the stipulation that all those persons named in appendix A of the complaint, with the exception of a Mr. Brakeman, were fined the sum of \$500.00 and those persons named in appendix B of the complaint were fined \$1,000 apiece.

TRIAL EXAMINER: What was Mr. Brakeman fined?

MR. TURNER: \$100.00.

TRIAL EXAMINER: Now, this, of course, is what they were fined by the local and subsequently some of the fines were set aside; is that right?

MR. TURNER: Well, the evidence—the stipulations that we made at the beginning of the trial are still relevant to the—

TRIAL EXAMINER: Do I understand the proposed stipulation, Mr. Fitzgerald?

MR. FITZGERALD: Yes.

TRIAL EXAMINER: Is it satisfactory?

MR. FITZGERALD: It is satisfactory.

TRIAL EXAMINER: All right. That stipulation is received.

* * * *

[429] JAMES B. HOWE

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board,

and having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Turner) Would you please state your name and address for the record?

A. James B. Howe, H-o-w-e, 101 Payton Lane, Chicago Heights.

Q. Mr. Howe, where are you presently employed?

A. At the Illinois Bell Telephone Co.

Q. And how long have you worked there?

A. Fourteen years.

Q. And directing your attention to the period of January through December of 1968, what was your position at that time, what were your positions, if there were more than one?

A. Well, I hold various positions since being promoted to manager at Illinois Bell.

For example, I was promoted in 1966 to P.B.X. foreman and 1967 I was made a control foreman central division.

Q. And in January this year assistant staff supervisor in central division.

[430] TRIAL EXAMINER: What were you at the time of the strike?

THE WITNESS: At the time of the strike I was control foreman.

* * * *

[433] Q. (By Mr. Turner) Mr. Howe, did you work during the strike?

A. Yes, I did.

Q. Would you please tell us why you worked during the [434] strike? If you know.

MR. FITZGERALD: Objection.

TRIAL EXAMINER: Overruled. He can answer.

THE WITNESS: Mainly because I am management and management personnel worked during the strike.

Q. Could you elaborate at all on this?

A. Well, I was working for my employer, serving my employer.

* * *

Q. Do you receive any pension or insurance, or any [435] thing of that kind?

A. When that time arises, I would receive one, yes, one that I paid for.

Q. What about insurance?

A. Yes.

Q. Do you know if you contribute anything towards the pension or insurance?

A. I do.

Q. In a momentary nature?

A. Yes, as a—

Q. And when do you do this?

A. Once every three months.

* * *

[440]

CROSS-EXAMINATION

Q. (By Mr. Fitzgerald) Now, you testified that between 1967 and November, 1968, you held the job category of control foreman in the central; is that correct?

A. In the sub-district office at 180 North Dearborn, Yes.

Q. Now, this job category of control foreman is not included within the Exhibit A of the contract between the union and the employer; is it?

MR. TURNER: I object.

MR. SCHREIBER: You have to give him the exhibit.

MR. TURNER: It speaks for itself.

MR. FITZGERALD: I think it's important—I know it's not, but I think it's important.

TRIAL EXAMINER: Can you stipulate that it's not?

MR. TURNER: I will stipulate.

MR. SCHREIBER: the document is in evidence.

Q. (By Mr. Fitzgerald) You understand or you knew, Mr. Howe, that your position of control foreman was one that was not within the collective bargaining

agreement between the company and Local 134 during the time period that you held this job; is that correct?

[441] A. I wasn't aware of it.

Q. Well, were you of the opinion that you had to maintain your card in Local 134 during this time period when you served as control foreman?

A. Yes.

Q. Who told you that?

A. My district plant manager.

Q. Who was this man?

A. My district plant manager was Mr. E. P. Deady.

Q. Did Mr. Deady tell you why you had to keep your card up?

A. He didn't elaborate other than I would keep my card.

* * * *

[445] Q. (By Mr. Fitzgerald) Now, prior to May 8th did you attend a meeting where other company officials talked to you about the strike or the pending strike that might take place?

A. Telephone company officials?

Q. Yes.

[446] A. I believe so.

Q. And did they give you in essence the choice of working or not working during the strike?

A. At the meeting that I attended I was told that I would be expected to work when the company was struck.

Q. Who told you this?

A. Mr. Deady, my district plant manager.

Q. Did Mr. Deady have in his possession a paper from which he read something to you?

A. Not at the time.

Q. Does he talk to you off the cuff, so to speak, without any papers, or anything in his hands at the time he talked to you?

A. Yes.

Q. Did he tell you what, if any, action the company would take against you if you failed to report to work?

A. No.

Q. Did he tell you that the company would not take any action against you; that is, adverse to you, if you honored the strike?

A. He may have mentioned that, yes.

Q. Give us your best recollection? Did he say that?

A. I think he said something to the effect that if I went out on strike, my job would still be there when [447] I came back, something to that effect, yes.

Q. And by your job you understood to mean the control foreman job; right?

A. Yes.

Q. And did you then, when you chose to go out on strike, understand that you had the option to continue working or remain on strike, as far as the company was concerned, as related to you by Mr. Deady?

A. Yes.

Q. And then you returned to work approximately two weeks after May 9th of your own choice?

A. Yes, sir.

* * * *

[448] TRIAL EXAMINER: What sort of work did you do when you came back during the strike?

THE WITNESS: Installed telephones.

Q. (By Mr. Fitzgerald) Would that be work that a P.B.X. installer who is a member of Local 134 would have done?

[449] A. Yes.

Q. If you had not struck?

A. Yes, sir.

* * * *

[452] Q. Did you subsequently pay the fine to Local 134?

A. Yes, sir.

Q. And did you receive the \$500.00, which is the amount of the fine, from the Illinois Bell Telephone Co. in order to pay the fine?

A. I paid part of the fine myself, about \$160.00 of it, and then I was reimbursed for the money that I paid.

Q. Well, did you pay the whole \$500.00?

A. Yes.

Q. And were you reimbursed by Illinois Bell for the entire \$500.00.

A. Yes.

* * *

[454] MR. FURLONG: I wonder if we could save some time if the parties will agree to stipulate that to the extent that employes subsequent to the jurisdiction—supervisors subject to jurisdiction of 134 paid fines and reported the fact to the company and the company did reimburse them.

Is that satisfactory, Mr. Fitzgerald?

MR. FITZGERALD: I'm sorry.

TRIAL EXAMINER: Mr. Furlong has offered to stipulate that, to the extent that Local 134 fines supervisory employes of the company and the employes reported that [455] to the company, the company reimbursed those supervisors, as I understand the term, for the amount of those fines.

Is that satisfactory?

MR. FITZGERALD: As far as it goes and, if I might, and I think this shows from the document tendered that it was not limited to supervisory.

In other words, journeymen who were fined also had their fines paid for them by the company. I will stipulate that.

TRIAL EXAMINER: That's not part of the stipulation proffered by Mr. Furlong.

If you want to make an additional stipulation, you may propose it, but, insofar as Mr. Furlong's statement is concerned, are you prepared to stipulate to the truth of that statement?

MR. FITZGERALD: Yes.

TRIAL EXAMINER: All right. That stipulation is received.

* * *

[459] REDIRECT EXAMINATION

Q. (By Mr. Turner) Mr. Howe, with regard to the strike, was there any statement made to you by any union representative as to any action that would be taken if you did go back to work?

A. Yes.

Q. And when was this?

A. Just—wait a minute. I have to qualify that. Prior to the strike.

Q. Where was this?

A. At the union hall.

Q. And who was present?

A. A lot of foremen were present, P.B.X. foremen.

Q. And who else, if you know?

A. Mr. Cunningham.

[460] Q. Who is Mr. Cunningham?

A. He's the business agent for 134.

* * *

[461] Q. (By Mr. Turner) Would you continue and tell us who was present?

You stated there were P.B.X. foremen there and Mr. Cunningham?

A. Yes.

Q. I believe Mr. Fitzgerald stated that he was present? Is that so?

A. If he says so.

Q. Did you see him?

A. I don't recall him being there.

Q. Do you recall what was said at that meeting?

A. Well, there was a question raised from the floor, something to the effect that if the foremen worked during the strike, would they be fined, and it was stated that they would be.

Q. Who stated that they would be?

A. Mr. Cunningham.

* * *

[463] Q. (By Mr. Turner) Is one of the reasons you kept, if not the major reason you kept the union card the fact that you knew there is a likelihood of going back to P.B.X. foreman work?

A. Yes.

Q. What position did you hold when you first became a member of the union?

A. P.B.X. apprentice.

Q. Now, is installation work the only type of work you performed during the strike?

A. No, sir.

Q. What other type of work did you perform?

A. I acted in the capacity of a supervisor to other people who were performing work during the strike.

* * * *

[467] Q. Yes—were you a member of the union because you voluntarily wanted to be or because you were required to be by contract?

A. Because I was required to be by contract.

MR. CHRISTENSEN: Thank you very much. That's all.

TRIAL EXAMINER: Mr. Fitzgerald, anything further?

RECROSS-EXAMINATION

Q. (By Mr. Fitzgerald) Well, just on this point: now that you are—when you were a control foreman, you did not voluntarily retain your membership? You did so because Mr. Deady said you had to; right?

A. All P.B.X. installation foremen that I know of in central division, whether they are control foremen or assistant staff supervisors, are still carried as P.B.X. foremen on the company roster.

Q. And your testimony is that your understanding is the company interprets the contract to require an assistant staff supervisor as control foremen to retain their membership in the union within the general title of either P.B.X. foreman or building cable foreman?

A. They require P.B.X. foremen to maintain their cards in the union.

Q. Well, you were not a P.B.X. foreman when you were a control foreman; right?

A. All right.

* * * *

[468] Q. Now, when you supervised others who worked during the strike, were these the people who were sent from [469] around the country in to work on Illinois Bell work as craftsmen?

A. Some of them.

* * * *

[470] Q. All we want is your honest testimony.

Now, is it your testimony that Mr. Cunningham told the group that they absolutely would be fined if they worked during the strike?

A. Yes.

Q. Did he guarantee it to you that you would be fined if you worked on the strike?

MR. SCHREIBER: I object. Why don't we get what Cunningham said, not the witness's conclusions.

Q. (By Mr. Fitzgerald) Do you recall Mr. Cunningham's words?

A. What I do recall is someone had asked if the foremen would be fined.

Q. What did Mr. Cunningham say?

A. Mr. Cunningham said they would be fined. Someone else asked how much and he didn't know.

Q. Mr. Cunningham in response to a question, or otherwise, said that he was certain charges would be filed against someone who worked?

A. I believe that.

Q. Your answer is yes?

A. Yes.

Q. Do you recall if that question was asked of him?

A. I believe the question was asked.

Q. Did you ask it?

* * * *

[472] TRIAL EXAMINER: Mr. Howe, will you please tell me what you recall Mr. Cunningham saying at this meeting, everything you can recall him saying?

[473] A. Well, the only thing that I can recall him saying, one someone asked a question as to whether or not the foreman would be fined if they worked during the strike.

His answer to that was yes.

* * * *

RICHARD A. HAWKINS

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board, and having been first duly sworn, was examined, and testified as follows:

[474] DIRECT EXAMINATION

Q. (By Mr. Turner) Please state your name and address for the record.

A. Richard A. Hawkins, Jr., 2119 North Route 47, Woodstock, Illinois.

Q. And where are you presently employed?

A. Illinois Bell Telephone Co.

Q. How long have you worked there?

A. Going on 22 years.

Q. And what is your current position?

A. District installation superintendent.

* * *

[476] A. 1962 until 1966.

TRIAL EXAMINER: Let me ask a question or two here.

You were last P.B.X. foreman some time in 1966?

THE WITNESS: Correct, sir.

TRIAL EXAMINER: You then became an assistant staff supervisor?

THE WITNESS: Correct, sir, and—

TRIAL EXAMINER: And you remained an assistant staff supervisor through the time of the strike?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: And after the strike you continued as an assistant staff supervisor?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: And thereafter you were promoted to your present position?

THE WITNESS: Correct.

* * *

[477] TRIAL EXAMINER: You never have anything to do with any grievances they might have?

THE WITNESS: As assistant staff supervisor, no.

TRIAL EXAMINER: Go ahead.

Q. (By Mr. Turner) As district installation superintendent what jurisdiction are you in at this point, as far as a local union?

A. At this point I am with 336 outside of the jurisdiction [478] of 134.

* * *

[479] A. And I believe Mr. Truder.

Q. Who is Mr. Truder?

A. Division plant manager at that time for north suburban area.

* * *

[480] TRIAL EXAMINER: You tell us what you remember was said there and who said it, to the best of your recollection?

THE WITNESS: I asked Mr. Winks if we came back to work, would the telephone company guarantee us our jobs back, or if we didn't go back to work, would we get our jobs back, would there be no hard feelings, et cetera, and so on.

He guaranteed this would be so.

MR. FITZGERALD: This "et cetera and so on" is just not proper testimony.

TRIAL EXAMINER: It will suffice. Go ahead.

THE WITNESS: We also drew out of this rather lengthy meeting that the telephone company was not going to order us to come back to work. They would like to have us come back to work.

* * *

[486] Q. (By Mr. Turner) Were you fined for working during the strike?

A. Yes, sir.

Q. And what was the total amount of fines assed to you?

A. \$1,000.

Q. Do you know what this fine was for?

A. Trying to form a—

MR. FURLONG: He already said it was for working during the strike.

MR. FITZGERALD: Is that an objection?

MR. TURNER: Well, let me withdraw that question, please, and ask this question:

Q. (By Mr. Turner) This \$1,000 fine, has there been any attempt in the last month, if you know, by Local 134 to collect this fine from you?

A. Yes.

Q. And how do you know this?

[487] A. I was served a subpoena, stating the fact of the case, that I was being sued for \$1,000 which I hadn't paid.

Q. Do you know where you were being sued?

A. Circuit Court.

Q. Was this the state Circuit Court of Illinois?

A. I imagine.

MR. TURNER: Can we get a stipulation on that, Mr. Fitzgerald?

MR. FITZGERALD: Sure. It's the Illinois Circuit Court.

* * *

[499]

CROSS-EXAMINATION

* * *

[501] Q. Did you attend prior to the strike a meeting where the question of whether you would work or not during the [502] strike was discussed by some higher company official? I'm talking about a meeting other than the one you testified to at Holiday Inn?

A. Yes, sir.

Q. And you were here when the other witnesses testified this morning?

A. Basically the same.

Q. They were given the option—

TRIAL EXAMINER: The answer was "yes"?

THE WITNESS: (Witness shakes head).

Q. (By Mr. Fitzgerald) And this is pretty well what was told to you again at this meeting at the Holiday Inn or to the whole group, I should say, in response to your question that Winks told the group that they could return

to work if they wanted to; but if they did not return, there would be no hard feelings, I think, is the way you put it, is that correct?

A. Correct.

* * * *

[507] Q. Now, you testified that you—strike that—that the association solicited only supervisors during the strike and not journeymen; is that correct?

A. Correct.

Q. And the solicitation was in the form of letters sent out to these various foremen and general foremen; is that correct?

MR. TURNER: Objection. I don't know exactly if the question is referring to testimony or what now, because—

MR. FITZGERALD: I think he indirectly testified they solicited.

TRIAL EXAMINER: What form did this solicitation take? Letters?

THE WITNESS: Form of letters, sir.

* * *

[508] I show you what is in as Local 134 Exhibit 5. Was this the first letter you sent out, the association sent out, rather?

THE WITNESS: Along with the articles of association, that letter went out.

Q. (By Mr. Fitzgerald) It wasn't signed? It was as this copy shows?

A. Yes.

Q. Now, to whom was this first mailing sent; do you recall?

A. To all 134 supervisors whom we were aware of.

Q. You say who you were aware of?

A. Aware of.

Q. Would it have been the total complement of 150, approximately?

A. Hopefully.

Q. Do you know if not all, almost all were?

A. Almost all, I would say.

* * *

[523] DONALD L. McCLENNON

was called as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board,

and having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Turner) Would you please state your name and address for the record?

A. Donald L. McClennon, 7955 North Tripp, Skokie, Illinois.

Q. Mr. McClennon, where are you presently employed?

A. North suburban area office.

Q. What company?

A. Illinois Bell Telephone Co.

Q. And how long have you been employed there?

A. For the telephone company?

Q. Yes.

A. Twenty-four years.

Q. Directing your attention to the time of the strike in 1968, did you work during the strike?

A. I did.

Q. Were you fined?

A. I was.

Q. How much were you fined?

A. \$1,000.

[524] Q. What is your current position, Mr. McClennon?

A. General foreman, north suburban area.

Q. How long have you held that position?

A. Since April 1, 1968.

* * * *

Q. (By Mr. Turner) Mr. McClennon, as general foreman [525] do you ever participate in the grievance procedure?

A. I do, yes.

Q. And would you please tell the court based upon your experience what role you play in the grievance procedure?

A. The role I play?

Q. When you participate in the grievance procedure, who do you represent?

A. I represent the Illinois Bell Telephone.

TRIAL EXAMINER: How does a grievance come before you?

THE WITNESS: It's usually brought up from the craft through the foreman and normally the district installation superintendent to me.

TRIAL EXAMINER: You participate at a higher level than any of these gentlemen in the resolution of these grievances?

THE WITNESS: Normally, yes.

* * * *

[526] Q. Have you ever participated in grievances involving Local 134?

A. I have, yes.

Q. How many types of these grievances have you participated in? Just give me an estimate, if you will.

A. How many types?

Q. Yes, or how many grievances involving Local 134 [527] and since January 1, 1968, if you can enumerate?

A. I would strictly be making a guess and I would say possibly between 40 and 50.

* * * *

[528] CROSS-EXAMINATION

* * * *

[531] Q. (By Mr. Fitzgerald) Now, all 40 or 50, of these were not at the district plant manager level; were they?

A. No.

Q. Do you know how many representatives are on that level, in which you were a participant, I mean?

A. I would be guessing and I would say only a couple of them at the most.

A good portion of them were settled the first step.

* * * *

[535] Q. You weren't ordered by anyone to keep your card in 134?

A. No.

Q. You voluntarily chose to remain a member while you were assistant staff supervisor?

A. I did.

* * * *

[536] REDIRECT EXAMINATION

Q. (By Mr. Turner) Why did you keep the card then if you weren't told to keep the card?

[536] Q. (By Mr. Turner) Why did you keep the card then if you weren't told to keep the card?

A. Actually I tried to get a withdrawal card and I asked, as I mentioned before, I did ask Mr. Dwyer about it and he suggested that I keep it.

Q. Did he say why?

A. He claimed it wouldn't be worth the—wouldn't be worth the while to take a withdrawal and then at the same time, as far as the benefits were concerned, it would be worth my while to keep it.

Q. You stated that you are no longer a member of the union?

A. I'm not, to my knowledge.

Q. Are you still over the jurisdiction of Local 134 craftsmen?

A. I am as far as the job is concerned, yes.

* * * *

[548] CHARLES GERMAIN

was recalled as a witness by and on behalf of counsel for the General Counsel, National Labor Relations Board, and having been perviously duly sworn, resumed the stand, was examined, and testified further as follows:

* * * *

[552] CROSS-EXAMINATION

* * * *

Q. Are you also aware that the company policy has been since the strike to promote to the position of foreman, general foreman, and district installation superinendent [553] employes who honored the picket line and stayed out on strike?

A. Would you repeat that?

(Record read)

THE WITNESS: That is true.

Q. (By Mr. Fitzgerald) Three of the five general foremen, all of whom have been promoted since the strike, were foremen who stayed out on strike; were they not?

I am talking specifically about Mr. Quinn, Mr. Wolf, and Mr. Strange?

A. They were promoted to general foreman. I have no personal recollection if either one of them worked during the strike. I was assigned at Hyde Park during the strike.

To the best of my understanding, they did not work during the strike.

Q. Well, I don't mean to embarrass you but Mr. Furlong produced the document in response to the subpoena that that indicated the very fact that these men were not promoted.

MR. SCHREIBER: Let's not argue.

THE WITNESS: I don't know.

MR. FITZGERALD: Could we stipulate that and avoid another witness?

MR. FURLONG: Yes, sir. I presume this is the [554] truth. They are all here.

Is this stipulation correct?

TRIAL EXAMINER: Now, Mr. Furlong, let's not be quite as informal as all that.

MR. FURLONG: I beg your pardon.

MR. FITZGERALD: I could call them as witnesses.

TRIAL EXAMINER: I think it will not be necessary. Mr. Furlong has indicated already at some time later this morning Mr. Furlong desires to withdraw from that stipulation.

I will hear from him.

MR. FURLONG: I will stipulate it now and I don't care whether they worked or not.

TRIAL EXAMINER: It is stipulated. You may continue.

* * * *

[561] Q. Well, are you aware that in 1966 the Local 134 made demands upon the company for wages for the foremen and general foremen?

A. No, I'm not aware of that.

Q. Well, were you made aware of any of the wage demands made in 1966 negotiations?

A. Only for the craft employees? That's all I researched.

Q. Well, who would research demands made for foremen and general foremen, if any were made?

A. This would be researched by the A.B.P. personnel group on management salaried administration, and I have no access to those records.

Q. What is a A.B.P. men?

A. Assistant vice president of personnel. It's part of his organization.

Q. That's Mr. Boyles, the assistant vice president, is it, personnel?

A. He's an assistant vice president of labor relations.

Q. Now, I show you volume 2 of the books that were [562] in evidence and withdrawn and which you have had a chance to look at this morning and this is an un-numbered page, but it says "policy administration stand," and I direct your attention to promotional increase-computations schedule No. 2, foremen, where it says, "The exact amount derived from finding the desired promotional increase per cent to the monthly rate prior to the promotion, not to exceed the 22 per cent maximum increase limitation."

This is what you use as part of your instruction to the class; is that not correct?

A. That is true.

Q. And this is relating to the company policy that the foremen will receive the wage increase based on a percentage computed above the journeyman rate; is that correct?

A. This is the current percentage given to a craftsman on his basic rate when promoted to first line foreman.

Q. Now, this would be sort of the standard or base rate for a foreman, is that correct; that is, excluding merit increases?

* * *

[563] THE WITNESS: The policy is that when a P.B.X. foreman is promoted or any foreman to 1 (a); that is, the supervisor who has crafts overtime people working for him, would be given a 22 per cent tax increase at the time of promotion based on his current rate at that time and that is where a foreman is promoted to 1 (a) directly.

Q. (By Mr. Fitzgerald) Now, when the crafts receives a negotiated wage increase, necessarily the base rate for the foremen and general foremen would increase; would it not?

A. If it changes the craft.

* * * *

THE WITNESS: If the wage increase at the time of promotion had increased the craft in pay, he would get 22 per cent on his current base rate, whatever that might be.

Q. (By Mr. Fitzgerald) Well, let's take a foreman who is in position of a foreman, when the negotiated wage increase for craftsmen goes into effect, then is it company policy to raise the basic foremen's rate to stay [564] ahead by this percentage of the craftsmen?

A. No, it is not. The foremen's salary does not change based on wage negotiations for the craftsmen.

Q. Well, then you are saying that a man promoted up from craftsman to foreman could get a higher rate than a man who had been in the foreman's job prior to the wage increase?

A. That is true. That is true.

* * * *

[569] **MR FITZGERALD:** Well, I want to make the point that our argument in the area of the adjustment of grievances is that the company has not followed for years the steps outlined in the contract as far as grievances are concerned.

Now, the reality is that first line foremen don't have and don't exercise the discretionary judgment which would appear from the contract, and I am certain [570] it is in evidence, the contract is in evidence and certainly going to be referred to in that regard.

MR. FITZGERALD: Now, 18—and Mr. Deady's testimony and, as I understand, Mr. Germain's testimony all go to show that what we are arguing is the fact that the first line foreman doesn't resolve grievances in any meaningful way.

* * * *

[572] **Q.** (By Mr. Fitzgerald) That's not a grievance then; right?

A. It's not necessarily. It could be a grievance if the foreman could not settle it with the craftsman and therefore it could become a grievance which would have to go all the way through channels, but, as far as I am

concerned, my personal opinion is that there is a grievance between the craftsmen and the supervisor about being short two hours in his pay check.

Q. Well, you are saying now what you hand out to these foremen in your class states a matter other than your own opinion on what is a grievance; right?

MR. SCHRIEBER: Objection

TRIAL EXAMINER: Overruled.

Do you understand the question, Mr. Germain?

THE WITNESS: I think I understand the question. The mere fact that an employe has to communicate with a supervisor does not necessarily mean it's a grievance; however, if it involves company policy or practices, there would be a grievance, and the day-to-day job discussion wouldn't necessarily be a grievance, and I fail to see the fine line of distinction between telling a man what to do and discussing a company policy.

I won't consider that a grievance when a man has asked the foreman, "How do you do this?" I don't [573] consider that a grievance.

Q. What you consider a grievance is when there is a basic problem of company policy or contract interpretation; right?

MR. SCHREIBER: Objection, calling for a conclusion.

TRIAL EXAMINER: Overruled.

THE WITNESS: I would say that is true.

* * * *

[574] TRIAL EXAMINER: Mr. Germain, every time a craftsman has some complaint or problem related to his work, it may be as pay or his hours or his assignment and he takes it up first with his foreman?

Is that your understanding of the term the "presentation of a grievance"?

A. In my interpretation it well could be.

Q. Then what is the meaning of the expression in your book about how the foremen can settle something before it becomes a grievance?

Never mind what you might have meant. You tell me what you mean.

A. I would say that the grievance as we outlined it in this note that we wanted to emphasize the fact that any problem could become a grievance as far as the foreman is concerned where he feels if this went without an answer, that it would go through channels of union organization and come up to our level as a formal written grievance.

TRIAL EXAMINER: Are you telling me that when you [575] said before it becomes a grievance there you meant before it becomes an aggravated grievance or grievance at higher level?

THE WITNESS: That was our intent.

* * * *

[580] Q. That is article 22 and it bears that very title; doesn't it? Promotion, dismissal, and suspension.

A. This is true.

Q. Now, in your performance of your job, would you have occasion to deal with people who are being terminated from the company; that is, their cases?

A. I'm involved only if there is a grievance at our level. I am also involved in the forms that are sent [581] through to the employment department, which happen to come through my desk.

That's the 154 form. Basically that's it.

Q. Now, if an employe were to be terminated for, say, thievwy, you would receive a report from what you call the security department of the company; would you not?

A. It would come to our office, primarily things of that nature, to go direct to either Bill Muir, my immediate supervisor, or Mr. Paul Downing.

* * * *

[590] Q. Now, one of the two documents which you have produced relating to Local 134 is the letter signed purportedly by Mr. Howe to a Mr. Fioretti, district installation superintendent; is that correct.

A. This is the document I submitted.

Q. And the second document you submitted is this form report signed by—maybe you can read his name—he's a building cable foreman. It's illegible.

A. Joseph Hubbard.

Q. And these two documents contain with the attachment to the second document showing a list of employes' absenteeism, contain a narration of facts regarding that employe situation; don't they?

A. That is correct.

* * * *

[592] TRIAL EXAMINER: Let the record show the witness is holding in his hands certain terms of the company dealing with the termination of Employee Covington consisting of three pages, which for convenience purposes we will identify as 134's Exhibit 12, the first 2 pages.

MR. FITZGERALD: There are copies available?

TRIAL EXAMINER: Consisting of a form that was filled out in the last page consisting of a labeled record of attendance.

(Local ler's Exhibit No. 12 was marked for identification.)

TRIAL EXAMINER: All right. Go ahead, please.

THE WITNESS: This form here is a report which is put in the employe's personnel file, which when the employe leaves the service of the company, this record is kept and whenever the employe should return or reapply for a position with the company, this document is then used to determine whether we would consider re-employing this employe.

The security information is a narrative of what took place in their investigation and I see personally no comparison with that in this letter.

MR. FITZGERALD: Are not the reports, when they are from the foremen or from the security department [593] used to determine whether an employe will be terminated or not?

MR. TURNER: Objection.

TRIAL EXAMINER: Overruled.

THE WITNESS: They could well serve the same type of purpose, but the security department report goes

to the management people for them to make the decision and then it will be followed with this type of a report showing the employe terminated.

TRIAL EXAMINER: Is the security department report made pursuant to the complaint of an employe?

THE WITNESS: No, it is not.

TRIAL EXAMINER: Go ahead.

Q. (By Mr. Fitzgerald) What did you mean when you said management people make—

A. Security report normally goes to the general personnel staff, which is our staff.

Q. That is where you work?

A. That is where I work. It could, however, also go direct to the district plant manager or the division plant manager, depending on the type of report and what is involved.

Q. And these two cases concerning Mr. Covington and apparently both Mr. Mol, M-o-l-k, and Mr. Woods are the only two notes which you have found in all your files [594] emanating from foremen; is that correct?

TRIAL EXAMINER: 134 foremen.

MR. FITZGERALD: 134.

THE WITNESS: May I clarify that? These are the only cases where I had documents signed by the P.B.X. foreman; however, there were other cases which might have involved P.B.X. which were documented by the district level or division level.

I was not required to bring such documents, only those signed by a foreman.

* * * *

[595] Q. (By Mr. Fitzgerald) And the two are the only ones for foremen?

A. These were the only ones that have foremen documented statements. This is true.

* * * *

Q. (By Mr. Fitzgerald) Now, the paper signed by Mr. Howe refers to P.B.X. journeymen, Mr. Molk and Mr. Woods; right?

TRIAL EXAMINER: All right. This is the docu-

ment—I think we can mark this one then as your Exhibit 13 for identification purposes.

* * * *

[596] TRIAL EXAMINER: This is a document that Mr. Howe as P.B.X. foreman signed.

TRIAL EXAMINER: And who is it addressed to?

THE WITNESS: His district installation superintendent, Mr. Fioretti.

TRIAL EXAMINER: That will be called for purposes of identification only Union's Exhibit 13, 134's Exhibit 13.

Q. (By Mr. Fitzgerald) You did answer that it concerned a recommendation from Mr. Howe regarding Mr. Molk and Mr. Woods; is that correct? Take your time to look at it, particularly the footnote that talks about recommendation.

* * * *

[597] MR. FITZGERALD: You have read it and it recommends at least Mr. Howe's recommendation that these men be terminated; is that correct?

THE WITNESS: It is my recommendation that they be terminated, Mr. Howe.

Q. Over his signature?

A. That is right.

Q. And these men were not terminated; were they? In fact, they are still on the payroll today; aren't they?

A. To the best of my knowledge, they are.

* * * *

[614] REDIRECT EXAMINATION

* * * *

[615] Q. Now, if you know, what authority does the company give to the first line foreman to settle or resolve this grievance?

A. The first line foreman has the authority to resolve the grievance and to, if it is a grievance, as to discipline or if it is a grievance on pay or if it is a grievance on work assignment, the first line foreman will tell the craftsman, "You will perform those duties," and if you wish to grieve them, you can file a grievance [616] with your steward.

Q. Who would the steward go to?

A. The steward would then go back to the foreman.

Q. Now, did you tell this to your class?

A. Yes, I did.

TRIAL EXAMINER: Is it possible that the steward could talk the foreman out of his decision so that the matter would go no further?

THE WITNESS: That is true. It could happen and it does quite often.

* * * *

[643] FRANK J. CUNNINGHAM

was called as a witness by and on behalf of Local Union No. 134, and having been first duly sworn, was examined, and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Fitzgerald) Will you state your name and business address?

A. Frank J. Cunningham, 600 West Washington, Chicago, Illinois.

Q. What is your present occupation?

A. Business representative, Local Union 134, International Brotherhood of Electrical Workers.

* * * *

[644] Q Are you a member of the executive board and did you sit in on the trials for the foremen and general foremen who were charged for working during the strike?

A. Yes, I did.

Q. Did you also sit in on the trial board for those who were charged and tried but whose names do not appear on Exhibit 8?

A. Yes, I did.

Q. Now, can you tell us what happened to those members who were charged with working during the strike and who testified to the executive board that they did not work at the struck work during the strike?

A. The charges were dropped. It was explained to

the charging party that there was no violation of the agreement.

Q. Now, was a member, at least one member other than the foreman or general foreman, fined by the union for performing struck work during the strike?

A. Yes.

* * * *

[645] TRIAL EXAMINER: You offer to prove by this witness what?

MR. FITZGERALD: That if he were to testify, he would state that a non-foreman or general foreman, a man who held the capacity of journeyman was fined when that man did not deny working at the struck work during the strike.

TRIAL EXAMINER: That offer of proof will stand in the record.

MR. CHRISTENSEN: I do not object to it.

[646] MR. FITZGERALD: Now, one additional problem; that is, an offer of proof, and maybe I will offer to prove a second aspect, that this man, Mr. Shevlin, S-h-e-v-l-i-n, had his fine paid by the company.

TRIAL EXAMINER: That last offer of proof may also stand in the record.

MR. FITZGERALD: I must ask one question in another area, because if I didn't—

TRIAL EXAMINER: Go right ahead.

Q. (By Mr. Fitzgerald) Mr. Cunningham, were you present at the meeting that the local union held May 7, 1968?

A. Yes, I was.

Q. And who was present other than yourself representing or speaking from the dias?

A. You were, Robert Fitzgerald, attorney for thee Local Union 134.

Q. Now, in the course of that meeting did the question come up as to what could happen if men in the position of foremen, general foremen worked at struck work during the strike?

A. Yes, it did.

Q. And what was the response and who gave it?

A. My answer to the question was that the bylaws of the local, the constitution of the Brotherhood would be upheld, charges would be preferred against any member [647] for working, the trial board, the executive board would sit as the trial board, clear the charges and discipline the case.

Q. To your knowledge, have any men promoted to the job of district installation superintendents since the strike who were members of the local union who also recognized the strike and did not work during the strike?

A. To my knowledge, there's two.

Q. What are their names?

A. Mr. Butler in south suburban area and Mr. Seneca in north suburban area.

* * * *

[647]

CROSS-EXAMINATION

* * * *

[648] Q. That's not what I asked you. Every man brought to trial.

MR. FITZGERALD: He's arguing with the witness and it's only the second question.

TRIAL EXAMINER: The question, Mr. Cunningham, was whether with every man brought to trial some charge had been lodged against him for working.

Is that it?

MR. CHRISTENSEN: By a member of the union, and in most instances by one of your union representatives; isn't that correct?

THE WITNESS: No. I can't answer that.

Q. (By Mr. Christensen) Were men brought to trial without charges being levied against them?

A. No, sir.

TRIAL EXAMINER: Who filed the charges?

THE WITNESS: He said a union representative. They were members, members of the union filed the charges against —

TRIAL EXAMINER: In every case the charge was filed by a member of the union?

THE WITNESS: Right.

